



CITY OF HOUSTON
HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

PURCHASE ORDER

<p>Vendor Address Vendor Address Number 155068 BRUNILDA SANTIAGO 2382 BERING DRIVE APT L HOUSTON TX 77057 USA</p>	<p>Information Purchase Order Number/Date 4500287361-0 / 08/23/2018 CoH Vendor Number 155068 Page 1 of 2 Buyer's Name Clarence Moton 454 Buyer's Telephone Number 832-394-6212 Buyer's Fax Number Buyer's E-mail Address clarence.moton@houstontx.gov</p>
<p>Mail Invoice to COH HOUSING & COMMUNITY DEV FINANCIAL SERVICES SEC, ACCT PAY P.O. Box 1562 HOUSTON TX 77251-1562</p>	<p>CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER TO BUYER'S E-MAIL ADDRESS</p>

<p>Shipping Address</p>	<p>HOUSING & COMMUNITY DEVELOPMENT PROCUREMENT SERVICES 601 SAWYER, 4TH FLOOR HOUSTON TX 77007 USA</p>
<p>Terms of payment :</p>	<p>Pay net 30 w/o deduction Currency USD</p>
<p>Shipping Terms</p>	<p>FOB(Free on board) /DESTINATION</p>
<p>Your person responsible:</p>	<p>BRUNILDA SANTIAGO</p>

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
10	1.00	AU	96149 LEGAL SVCS, ATTORNEY Legal Services -Home Repair	16,200.00 / AU	16,200.00
	Gross Price		16,200.00 USD	1 AU	1.000 16,200.00
			Expected value of unplanned services:	16,200.00	
Delivery Date: 12/31/2018					
20	1.00	AU	96149 LEGAL SVCS, ATTORNEY Legal Services - Disaster Recovery	16,200.00 / AU	16,200.00
<p>Independent Consultant shall provide professional services (Services) to City as follows:</p> <p>a. Provide legal advice and assist with procurements, contracts and related matters for the Housing Community Development Department (HCDD), including without limitation the Single-Family Home Repair and Single-Family Home Development contracts and related exhibits;</p> <p>b. Other services requested by the Handling City Attorney and agreed upon by the Independent Consultant for which funds are available.</p> <p>c. These Services may be performed as authorized; however Independent Consultant has no obligation to provide Services in excess of the dollar amount authorized by this Purchase Order.</p>					



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PO number/date 4500287361 -0 / 08/23/2018 Page 2 of 2

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
Please see the attached Addendum to the Purchase Order.					
Gross Price			16,200.00 USD	1 AU	16,200.00
			Expected value of unplanned services:	16,200.00	
Delivery Date: 12/31/2018					
Total ****					USD 32,400.00

The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

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.

Supervisor Turner

Jimmy Adams

Cliff Brown

Mayer

Chief Procurement Officer

Controller

Housing and Community Development



PROCUREMENT REQUEST FORM



*Note: The Procurement Request form is to solicit quotes through an Informal (Small Purchase) bid process for purchasing transactions \$100,000 or less using Federal Funds (2 CFR 200.31 and \$3,000 to 49,000 using non-Federal funds (COH AP 5-8, Executive Order 1.14). Signature of this document is still required.
* Required Fields (must be completed)*

Description of Purchase *	Addendum to Contract	HCDD Division: *	Planning and Grants Mgmt
Deadline Date of Request: *	8/24/2018	Purchase Type: *	Service Under <50K
Requester Name: *	LaSane, Cedrick - HCD;	Created:	8/17/2018
Requester Phone Number: *	832-394-6194		

Brief Description of Scope of Work for Goods/Services:
Addendum to Contract for Legal Services

Note: Please allow a minimum of three (3) days for bid responses.

FINANCE USE ONLY	PROCUREMENT USE ONLY
Fund Number: 5000 <input checked="" type="checkbox"/>	Status: Pending
Funding Source: C066 <input type="checkbox"/>	Purchase Order No#:
Cost Center: 3200030002 <input type="checkbox"/>	Name of Vendor: Brunilda Santiago - 153068
G/L Account: 521905 <input type="checkbox"/>	Date Processed:
Business Area: 3200 <input type="checkbox"/>	Date Received:
Internal Order: see below	Total Amount:
BFY: 2014 / 2018 <input type="checkbox"/>	Procurement Staff: <input type="text"/>
Grant: 32000001 - 2014 / 2018	Priority:
Funds Reservation:	Notify Department: <input type="text" value="Procurement"/>
Funds Approval Mgr: <input type="text"/>	Notify Department: <input type="text" value="Finance"/>


Justification of Need for Goods/Services
Addendum to Contract for Legal Services

Procurement Notes:

DZ3200001-14 \$ 16,200 Ref. 10252651
 X32000001-18 \$ 16,200 P.O. 4500257361

Requestor's Signature: C. L. Se 8-17-18 Date:	Supervising Manager (Purchase under \$5,000) Manager: _____ Date: _____
Buyer's Signature: Clarence Note Date: 8/21/18	Funds Approval Signature: _____ Date: 8/21/18
Procurement DPU Signature: Juwana L. Rhone Date: 8/21/18	(Purchase over \$5,000) CFO Signature: _____ Date: 8/22/18
(Purchase over \$5,000) Assistant or Deputy Director: _____ Date: 8/17/18	Director Signature (Only Consultant Services) Director or Designee: _____ Date: _____

Attachments

 [Click here to attach a file](#)

 [Addendum Temp Legal Svcs HCDD Santiago.docx](#)

[Home](#) [CityPointe Support](#) [City of Houston](#)

**CITY OF HOUSTON
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT**

**RECORD OF CONCURRENCE AND APPROVAL
SUPPORTIVE SERVICES DIVISION**

SUBJECT: Legal Department – Contract Amendment for Atty Brunilda Santiago		DUE DATE ASAP	DATE SUBMITTED August 18, 2018	REF #. Single Project Delivery Amount \$32,400.00
EXPLANATION: Contract Amendment for Legal Service for Single Family Program.				
ORIGINATOR: Cedrick LaSane <i>C. LaSane</i>		DATE ORIGINATED: August 17, 2018	PERSON TO CONTACT FOR DETAILS: Cedrick LaSane	PHONE NUMBER: 832-394-6194
ROUTING SEQUENCE	REVIEW/APPROVING AUTHORITY	SIGNATURE	DATE	COMMENTS
1	Derek Sellers	<i>Derek Sellers</i>	8/17/18	
2	Laurie Vignaud	<i>Laurie Vignaud</i>	8/17/18	
3	Finance	<i>[Signature]</i>	8/22/18	SF Project Delivery Cost Center
4				
5				
6				
7				
8				

ADDENDUM TO PURCHASE ORDER

THIS ADDENDUM TO THE ATTACHED PURCHASE ORDER (“Addendum”) is entered on the date of the Purchase Order between the City of Houston (“City”) and Brunilda Santiago (“Independent Consultant” or “Independent Contractor”) located at 2382 Bering Drive, Apt. L, Houston, Texas 77057 (“Home Address”).

1. The terms and conditions specified on <http://purchasing.houstontx.gov>, attached hereto as Exhibit A will apply to this Addendum and Purchase Order. This Addendum shall control over and override all terms and conditions in Exhibit A as well as any written specifications or work write-ups, that conflict or are inconsistent with this Addendum, and this Addendum is hereby substituted for such conflicting or inconsistent term or condition.
2. No additional or other term or condition added in any statement of work, other document relating to the subject matter hereof, or any amendment thereto can conflict with or diminish any term or condition of this Addendum, and any such term or condition is and shall be void and unenforceable. This Addendum may not be modified, except by written agreement signed by the City Attorney or his designee (“City Attorney”) and Independent Consultant. The City Attorney or his or her designee is the “Handling City Attorney” for all Services performed pursuant to this Purchase Order and Addendum. The Handling City Attorney for this Purchase Order and Addendum is Ondrea Taylor.
3. Independent Consultant shall provide professional services (“Services”) to City as follows:
 - a. Provide legal advice and assist with procurements, contracts and related matters for the Housing Community Development Department (HCDD), including without limitation the Single-Family Home Repair and Single-Family Home Development contracts and related exhibits;
 - b. Other services requested by the Handling City Attorney and agreed upon by the Independent Consultant for which funds are available.
 - c. These Services may be performed as authorized; however Independent Consultant has no obligation to provide Services in excess of the dollar amount authorized by this Purchase Order.
4. Independent Consultant shall comply with federal, state and local labor and employment laws.
5. **Confidentiality.** Independent Consultant, its agents, employees, its contractors and subcontractors shall hold all City information, data and documents (collectively, the “Information”) that they receive, create, prepare, obtain, draft, or to which they have access, in strictest confidence. Independent Consultant, its agents, employees, its contractors and subcontractors shall not disclose, disseminate or use the Information

unless the Handling City Attorney authorizes it in writing. Independent Consultant shall obtain written agreements from its agents, employees, its contractors and subcontractors that bind them to the terms in this Section. Independent Consultant shall at all times maintain the confidentiality of any communications with the City and with subcontractors who are engaged by Independent Consultant and approved in advance and in writing by the Handling City Attorney to perform services.

6. **Work Products.** Independent Consultant agrees that all documents created or drafted pursuant to this Addendum are the property of the City. The City owns and may use all documents, all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that the Independent Consultant prepares or obtains under this Addendum. Independent Consultant shall deliver the original Documents and Information to the Handling City Attorney on request. Upon request, within 3 working days after this Addendum terminates, the Independent Consultant shall deliver to the Handling City Attorney the original Documents, and all other files and materials the Independent Consultant produces or gathers during its performance under this Addendum. Except with respect to documents prepared based on forms provided by the City, Independent Consultant warrants that it either owns the copyright to the Documents that he or she prepares or the documents do not violate any copyrights.
7. Independent Consultant shall submit to the Handling City Attorney all work related to the Services as specified in the front of the Purchase Order and this Addendum within thirty (30) days or less before the expiration or termination of the attached Purchase Order or this Addendum, unless otherwise approved by the Handling City Attorney.
8. **Licensure.** Independent Consultant shall obtain, maintain and pay for all licenses, permits and certificates including all professional licenses required by any statute, ordinance, rule or regulation. Independent Consultant shall immediately notify the Handling City Attorney of any suspension, revocation or other detrimental action against the license of Independent Consultant.
9. **Conflicts of Interest.** If actual or potential conflict arises between the City's interests and the interests of other clients Independent Consultant represents, within the meaning of the Texas Disciplinary Rules of Professional Conduct, the Independent Consultant shall immediately notify the City Handling Attorney by email or telephone. If the City Attorney consents to the Independent Consultant's continued representation of the other clients, the Handling City Attorney shall notify the Independent Consultant in writing. If the City Attorney does not issue written consent within 3 business days after receipt of the Independent Consultant's notice, the Independent Consultant shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.
10. The City shall provide office space, equipment and materials (including access to online legal research database, such as Westlaw), parking, and necessary access

credentials for the Legal Department's Office in the City Hall Annex, at no additional cost to Independent Consultant.

11. **Hourly Rate.** Services shall be provided by Independent Consultant at the hourly rate of **\$27.00** per hour (irrespective of the number of hours worked per week). Unless pre-approved in advance (such as Reimbursable Mileage Expenses pursuant to paragraph 13) or otherwise prohibited by law, such rate shall be inclusive of any and all expenses, including but not limited to travel expenses, car rental, tolls, mileage, parking, phone charges, lodging, meals, postage, and copying. Independent Consultant shall not add or substitute staff, subcontractors, agents, employees, or other personnel without the written consent of the Handling City Attorney.
12. **Maximum Compensation.** Independent Consultant represents that all Services and expenses can be provided for a fee that shall not exceed \$32,400.00. These Services may be performed as authorized; however, Independent Consultant has no obligation to provide Services in excess of the \$32,400.00 authorized by this Purchase Order. **The City shall not be responsible for and shall have no obligation to pay any sum greater than \$32,400.00 ("the Maximum Compensation") for Services described herein.**
13. **Reimbursable Mileage Expenses.**
 - a. For purposes of this Addendum, "Reimbursable Mileage Expenses" means the ordinary and reasonable costs of travel to and from the City Legal Department's Offices to the offices of HCDD or the location where HCDD meetings are being held, subject to the City's then-current mileage reimbursement rate (which for calendar year 2018 is set at 54.5 cents per mile), and provided such travel is reasonably necessary to accomplish a task directly related to the Services and approved in advance by the Handling City Attorney. Independent Consultant shall not bill the City for time spent traveling, except for time spent traveling to and from the City Legal Department's offices to the offices of HCDD or the location where HCDD meetings are being held.
 - b. Independent Consultant shall be entitled to reimbursement for Reimbursable Mileage Expenses provided that:
 - i. The expenses are pre-approved in advance by the Handling City Attorney.
 - ii. The expenses are consistent with and do not exceed the amounts established under the City's then-current travel reimbursement policy for its employees, Administrative Procedure 2-5 (attached hereto as Exhibit B); and
 - iii. The expenses are supported by receipts or other documentation, as required by the Handling City Attorney, and attached to any invoice requesting reimbursement for such expenses.

- c. All payments and reimbursements for Reimbursable Mileage Expenses shall be subject to the Maximum Compensation amount under this Addendum. Moreover, all payments and reimbursements for Reimbursable Mileage Expenses shall not exceed \$100.00, unless the Handling City Attorney, at his sole discretion, approve a prior written amendment, and obtain City Council approval, to the extent required by law or the City Charter.
14. **Weekly Invoicing.** Independent Consultant must submit an invoice to the Handling City Attorney once a week for Services performed (in the manner or format agreed upon by the Handling City Attorney). Each invoice must include, at a minimum, an itemization of the hours worked by the Independent Consultant, the hourly rate for the Independent Consultant, and a description of the work performed by the Independent Consultant. All time billed shall be in increments of 6 minutes (1/10 of an hour). To the extent a task is funded by a specific funding source (such as CDBG funds or GLO/FEMA funds), the Handling City Attorney may require the Independent Consultant to record each such task as a separate time entry with a corresponding description. The invoice shall detail the amount sought for Reimbursable Mileage Expenses, if any, including a printout from an internet mapping source, such as mapquest.com, showing how the mileage was calculated, as well as the date and description of the meeting for which the travel occurred. Upon the Handling City Attorney's approval of an invoice, the invoice shall be due and payable immediately (without any early payment discount to the City).
15. **Contract Monitoring.** It is the Independent Consultant's responsibility to closely monitor expenditures under the contract and to notify the Handling City Attorney, in writing, when fees and Reimbursable Mileage Expenses equal to 80% of the Maximum Compensation amount have been accrued or committed, even if they have not yet been billed. At this point, the Independent Consultant shall stop providing services, unless instructed otherwise by the Handling 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 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.**
16. For professional services purchase orders only, the INDEMNIFICATION and INSURANCE provision set forth in the Purchase Order shall not apply, provided however, Independent Consultant shall (a) maintain and provide to the Handling City Attorney upon request, a valid and current driver's license and proof of financial responsibility for vehicles driven while providing Services under this Purchase Order and Addendum; a copy of the Independent Consultant's personal motor vehicle insurance may be required as proof of financial responsibility; and (b) shall release the City as follows:

RELEASE

THE INDEPENDENT CONSULTANT AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL

REPRESENTATIVES (COLLECTIVELY IN THIS SECTION 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 PURCHASE ORDER AND ADDENDUM, EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

17. This Purchase Order shall expire when all allocated funds have been exhausted or when terminated by the Handling City Attorney or Independent Consultant, whichever comes first.
18. The attached Purchase Order, along with any written specifications or work write-ups, and this Addendum contain all the agreements between the parties relating to the subject matter hereof and are the full and final expression of the agreement between the parties.
19. **Independent Contractor.** Independent Consultant shall perform its obligations under this Addendum as an independent contractor and not as an employee of the City. This Addendum is not intended to and shall not create a partnership, joint venture or joint enterprise among the parties. It is understood and agreed by the parties that the personnel of one party shall not be considered employees, agents, partners, joint venturers, or servants of the other party to this Addendum for any purpose.
20. **Termination by Independent Consultant.** Independent Consultant may terminate its Services provided under this Addendum at any time with or without cause and agrees to give the Handling City Attorney at least 21 days advance written notice of the effective date of the termination unless the parties mutually agree otherwise. As soon as practicable after submittal of notice of termination, Consultant shall submit a statement to the Handling City Attorney showing in detail the Services performed under the Purchase Order to date of termination, and not paid for. Subject to paragraph 12, the City agrees to pay such charges.
21. **Termination by City.** The City Attorney or Handling City Attorney may terminate this Addendum and the Purchase Order at any time, with or without cause, upon three (3) days' notice in writing to the Independent Consultant. Upon receipt of such notice,

Independent Consultant shall discontinue all Services in connection with the performance of the attached Purchase Order. As soon as practicable after receipt of notice of termination, Independent Consultant shall submit a statement to the Handling City Attorney showing in detail the Services performed under the Purchase Order to date of termination, and not paid for. Subject to paragraph 12, the City agrees to pay such charges.

APPROVED:
CITY OF HOUSTON

Deputy City Attorney

Date: _____

AGREED AND ACCEPTED:

Brunilda Santiago, Independent Consultant

Date: _____

EXHIBIT A
Terms and Conditions

Terms and Conditions available at http://purchasing.houstontx.gov/PO_terms_conditions.html.

The term "contractor", "sub-contractor", "vendor", "supplier" or "lessee" for the purpose of this document shall have the same meaning, and any reference to word "City", shall mean the City of Houston, Texas.

Acceptance:

The "City" shall accept the item(s) on the twentieth (20th) business day after the date of receipt of the item(s) by the "City" unless prior to the twentieth (20th) day, the City of Houston Purchasing Agent or his/her designee delivers a notice to the "contractor" stating the reason(s) why the item(s) have not been accepted.

Amendment or Modification:

Except as otherwise provided in this Contract, this Contract shall be subject to change, amendment or modification only by the mutual written consent of the parties hereto.

Anti-Boycott of Israel:

Vendor certifies that Vendor is not currently engaged in, and agrees until the funds are exhausted under this purchase order not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

Applicable Laws:

This Contract is made subject to the Constitution and laws of the State of Texas and the Charter and Ordinances of the "City". Any suit in connection with this Contract shall be in a court of competent jurisdiction in Harris County, Texas.

Captions:

The captions at the beginning of the Articles of this Contract are guides and labels to assist in locating and reading such Articles, and shall not be restrictive of the subject matter of any article, section or part of this Contract.

Default:

If the "contractor" fails to provide the Official Performance Bond (if required by the purchase order and/or change order), or the item(s) listed on the purchase order and/or change order at the unit prices quoted, the "City", at its option, may terminate this Contract for default by delivering a written notice to the "contractor", and the "City" shall have no further obligation under this Contract. At the City's option, through a notice to the "contractor" in writing from the City of Houston Purchasing Agent, the "contractor" may be allowed to cure such default within the time specified in said notice. In the event there is a failure to deliver any item(s), the "City" may cover its loss by reasonably procuring from another source the item(s) not delivered. The "contractor" shall be responsible for, and shall pay to the "City" immediately upon demand; the difference in price between that offered by the "contractor" and that which the "City" was forced to pay for covering the "contractor's" failure to deliver. Default by the "City" shall occur if the "City" fails to perform, or observe the terms and conditions of this Contract, and the "contractor" gives notice in writing to the "City" within thirty (30) days of the act or omission claimed by the "contractor". Upon receipt of such notice in writing from the "contractor", the "City" shall have thirty (30) days to cure such default.

Delivery:

The "contractor" shall:

- Deliver the item(s) specified on the purchase order and/or change order to the designated "FOB Point", within the time specified by the "City". Timely delivery is of the essence to this Contract.
- Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
- Provide, at no additional charge, any equipment, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
- Be liable for all risks for the item(s) until accepted by the "City". The "contractor" is responsible for any freight charges incurred in delivering the item(s) to the "FOB Point." A representative of the "City" will sign the "contractor's" delivery ticket to acknowledge receipt of the item(s) by the "City". Unless the "contractor" receives such signature, the "City" shall not be responsible for the receipt of the item(s). The "City" retains the right to inspect the delivered item(s) prior to acceptance, and shall not accept item(s) that do not conform to the requirements of this Contract.

In the event the item(s) on the face of the purchase order and/or the change order are services rather than goods, such services shall be performed in accordance with the specifications, or scope of work, and the "City" reserves the right to require the "contractor" to provide service(s) in conformance with such description prior to accrual of the City's obligation for payment.

Drug Policy:

It is the policy of the City of Houston that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on duty for or in behalf of the City is prohibited. The City's goal is to establish and maintain a work environment that is free from the effects of use of certain banned substances or alcohol. Consequently, contractors are prohibited from being at work or acting in the scope of their contract with the City while impaired by alcohol or with certain banned substances present in their systems, on their persons, or on City worksites and premises. This policy incorporates any off duty use or misuse of certain banned substances that result in a positive drug test pursuant to these procedures. See Executive Order 1-31 Drug Policy for Contractors.

Equal Opportunity Ordinance:

The "contractor" is and represents to be an equal opportunity employer and agrees to abide by the terms of the "City" of Houston Equal Opportunity Ordinance as follows:

- The "contractor", "sub-contractor", "vendor", supplier, or "lessee" will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not limited to: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the "City" setting forth the provisions of this Equal Employment Opportunity Clause.
- The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
- The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union

or workers representative of the "contractor's" and "sub-contractor's" commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and applicable orders of the Department of Labor or other Federal Agency responsible for enforcement of applicable equal opportunity and affirmative action provisions and will likewise furnish all information and reports required by the Mayor and/or "contractor" Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
- The "contractor" shall file and shall cause each of his "sub-contractor's", if any, to file compliance reports with the "City" in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the "contractor" and each "sub-contractor".
- The "contractor", "sub-contractor", "vendor", "supplier", or "lessee" will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Department of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate "City" and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and workforce statistics of the "contractor", "sub-contractor", "vendor", "supplier", or "lessee".
- In the event of the "contractor's", "sub-contractor's", "vendor's", "supplier's", or "lessee's" noncompliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the "contractor", "sub-contractor", "vendor", "supplier", or "lessee" may be declared ineligible for further "City" contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
- The "contractor" shall include the provisions of paragraphs 1-6 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each "sub-contractor" or "vendor". The "contractor" will take such action with respect to any "sub-contractor" or purchase order as the contacting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the "contractor" becomes involved in, or is threatened with, litigation with a "sub-contractor" or "vendor" as a result of such direction by the contracting agency, the "contractor" may request the United States to enter into such litigation to protect the interests of the United States.

Firm Price:

The price(s) specified on the face of the purchase order and/or the change order is firm, and may not be increased or supplemented on the "contractor's" invoice.

Force Majeure:

Timely performance by the "contractor" is essential to this Contract. However, the "contractor" will not be liable for delays in performing its obligations to the extent such delays are caused by unforeseeable conditions that are beyond the "contractor's" reasonable control, and that are without "contractor's" fault or negligence, subject to the following provisions: Acts of God such as storms or floods, as well as judicial restraints, acts of law-enforcement or military authorities, fires, epidemics, war or riot are examples of events that might be excusable as being beyond the "contractor's" reasonable control: however, no time extension because of an excusable shall ever be allowed unless: (a) within seven (7) calendar days of the commencement of any excusable delay, "contractor" shall provide "City" with written notice of the cause and extent thereof as well as a request for a time extension equal to the estimated duration thereof; and (b) within seven (7) calendar days of the cessation of the event causing delay, "contractor" shall provide "City"

with written notice of the actual delay incurred, upon receipt of which, the time for "contractor's" performance shall be extended for the time actually lost by reason of an excusable delay.

Indemnification:

"Vendor" covenants and warrants that it will protect, defend, and hold harmless the "City", its employees, officers, and legal representatives (collectively the "City") from any and all third party claims, demands, and liability, including defense costs, relating in any way to damages, claims, or fines arising by reason of or in connection with "vendor's actual or alleged negligence or other actionable performance or omission of the "vendor" in connection with or during the performance of the duties under this agreement. "vendor" further covenants and agrees to protect, defend, indemnify and hold harmless the "City" from all claims, allegations, fines, and damages relating in any way to the actual or alleged joint and/or concurrent negligence of the "City" and "vendor", whether the "vendor" is immune from liability or not.

It is the expressed intention of the parties hereto, that the indemnity provided herein is an agreement by the "vendor" to indemnify and protect the "City" from the City's own negligence where said negligence is an alleged or actual cause of any alleged third-party harm.

The indemnity provision provided herein shall have no application to any claim or demand where bodily injury, death, or damage results from the sole negligence of the "City", unmixed with any fault of another party or entity, including the "vendor".

Notwithstanding, anything herein to the contrary, the liability of the "vendor" under this indemnity provision shall not exceed \$600,000 per occurrence.

Independent "contractor":

In performing its obligations under this Contract, the "contractor" shall act as an independent "contractor" solely for his own account and not as an agent, representative or employee of the "City". No employee, agent, or representative of the "contractor" shall be considered an employee of the "City" nor be eligible for any benefits, rights or privileges afforded to "City" employees.

Invoices and Payment:

The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

-	Payment	Time	-	10	Days:	2%	Discount
-	Payment Time - 20 Days: 1% Discount						

If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. 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.

The "contractor" shall submit an invoice to the addresses specified on the purchase order and/or change order, no later than thirty (30) days after the date of receipt of the item(s) or service(s) by the "City". At a minimum, each invoice will contain the:

1. Purchase order number;

2. "Contractor's" name and address;
3. Description of the item(s) delivered;
4. Exact quantity of each item delivered;
5. Date of delivery to the "City";
6. Unit price for each item, if a unit price was offered by the "contractor";
7. Total amount of the charge(s) for the item(s) delivered, which amount shall not exceed the amount of the purchase order; and the
8. Name of the City Department that requested the item(s) or service(s).

The "City" shall pay the "contractor" either the lump sum for the item(s) or, if unit prices are specified, the unit price per item for each item multiplied by the number of units actually delivered and received and accepted by the "City". The "City" shall never be obligated to pay a sum greater than the segregate price offered for the item(s). The unit price shall control in the event of a conflict. Payment is due thirty (30) days after the "City" has approved the invoice or after the "City" has accepted the goods, whichever occurs later.

Insurance:

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement/purchase order. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall 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 edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverage's in the following amounts:

- Commercial General Liability insurance including Contractual Liability insurance: \$500,000 per occurrence; \$1,000,000 aggregate
- Workers' Compensation including Broad Form All States endorsement: Statutory amount
- Automobile Liability insurance: \$1,000,000 combined single limit per occurrence. Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated
- Employer's Liability: Bodily injury by accident \$100,000 (each accident); Bodily injury by disease \$100,000 (policy limit); Bodily injury by disease \$100,000 (each employee)

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his/her or sole discretion, may:

- Immediately suspend Contractor from any further performance under this Agreement/purchase order and begin procedures to terminate for default.
- All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

- **NOTE: INSURANCE IS NOT REQUIRED IF ITEM IS DROP-SHIPPED BY MANUFACTURER OR IS DELIVERED BY COMMON CARRIER.**

Rejection:

In the event the "City" rejects any item(s), the "contractor" shall have ten (10) days after receipt of notice of such rejection to replace any item(s) with replacements which conform to this Contract, at no additional cost to the "City".

"Sub-contractors" and Suppliers:

If the "contractor" receives payment from the "City" for work performed by any "sub-contractor(s)", or for materials provided by any "supplier(s)", and the "contractor" withholds or has withheld payment to the "sub-contractor(s)" or "supplier(s)" on account of a deficiency in the quality or quantity of that "sub-contractor's" or "supplier's" work or materials, the "City" may withhold the amount associated with such work or materials from any pending or future payments to the "contractor" until the next regular payment to the "contractor" occurring after the "City" receives reasonable documentation that the deficiency has been remedied.

Successors and Assigns:

This Contract shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. This provision is not intended to limit the "contractor's" ability to assign receivables under this Contract, but only applies to performance of the Contract. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the "City".

Tax Exempt Status:

The "City" is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the "City" of Houston Bid Form or specifications specifically indicates otherwise, the price bid must be net exclusive of above mentioned taxes. A "vendor" desiring refunds of, or exemptions from taxes paid on the item(s) accepted by the "City", must submit the proper forms, and the City of Houston Purchasing Agent, if satisfied as to the facts, and will issue the necessary certificate.

Warranties - Guarantees:

The "contractor" warrants that each item delivered will (1) be new (unless otherwise specified on the face of the purchase order, change order or specifications), free from liens and defects in design, materials, workmanship and defects in title (including any defect in the "contractor's" right to sell a patented or copyrighted product or to use a patented process), (2) conform in all respects to the terms of the purchase order, change order or specifications, and (3) be of the best quality, if no specific quality is established in the specification(s). If within one (1) year from the date of acceptance by the "City", it appears that an item, or any commercial unit thereof, does not conform to these warranties, and the City of Houston Purchasing Agent notifies the "contractor" within a reasonable amount of time after discovery, the "contractor" shall correct such nonconformity to the satisfaction of the City of Houston Purchasing Agent at the "contractor's" expense.

Should this occur, the "City" may revoke acceptance, and purchase substitute item's correcting the nonconformity. The cost of the substitute item(s) correcting any nonconforming item(s) shall be borne by the "contractor".

Additionally, the "contractor" shall transfer to the "City" any manufacturer's warranty that it has for the item(s).

Termination of Agreement:

By the City for Convenience:

- The City Purchasing Agent may terminate this Agreement/Purchase Order at any time upon 30-calendar days notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement/Purchase Order and shall proceed to cancel promptly all existing orders and Agreement/Purchase Orders insofar as such orders and Agreement/Purchase Orders are chargeable to this Agreement/Purchase Order. As soon as practicable after the receipt of notice of termination, the Contractor shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this Agreement/Purchase Order to date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed or items delivered under this Agreement/Purchase Order and not previously paid.

By the City for Default by the Contractor:

- In the event that the materials and/or services furnished by the Contractor do not conform to the standard set forth herein, or if the deliveries and servicing of this Agreement/Purchase Order do not conform to the requirements detailed herein, the City through a written notice from the City Purchasing Agent to the Contractor describing such default may as its options:
- Terminate the Agreement/Purchase Order for default and the City shall have no further obligation under the Agreement/Purchase Order.
- Allow the Contractor to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the Contractor cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this Agreement/Purchase Order as of such date and have no further obligation under the Agreement/Purchase Order.
- In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. The Contractor shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Contractor and that which the City was forced to pay for covering the Contractor's failure to deliver or perform services.

By the Contractor for Default by the City:

- Default by the City shall occur if the City fails to perform or observe the terms and conditions of this Agreement/Purchase Order required to be performed or observed by the City, and the Contractor gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Contractor to constitute default on the part of the City.
- Upon receipt of such notice in writing from the Contractor, however, the City shall have 30 calendar days to cure such default. The Contractor, at its sole option, may extend the proposed date of termination to a later date.
- If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Contractor may terminate its performance under this Agreement/Purchase Order as of such

Request For Quotation Terms & Conditions:

- All prices quoted shall be made on the form(s) provided by the City of Houston. The use of other forms will not be considered unless you specifically indicate otherwise.

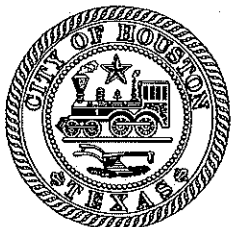
- By submitting a response to the City of Houston, you certify that all items to be furnished to the City of Houston, will not infringe any valid patent or trademark, and if you receive a purchase or contract from the City of Houston, you will (at your own expense) defend any and all actions of suits charging such infringement and save the City of Houston harmless in case of any such infringement.
- When a brand or trade name appears in any specification(s) provided by the City of Houston, it is understood that the brand or trade name referred to, or its approved equal shall be furnished. If, however, you propose similar but not identical items, you must furnish full particulars. If no mention is made of any exception(s), it is assumed that you are offering the item(s) specified and not an approved equal, and will be required to furnish and deliver the exact item(s) specified.
- You are required to submit with your response, descriptive literature of equipment or supplies, if the equipment or supplies is from a different manufacturer than those specified by the City of Houston. Should the description(s) furnished in the literature differ from the specification(s) specified by the City of Houston, and no mention is made to the contrary, it shall be construed to mean that you propose to furnish equipment or supplies in accordance with such description(s) and not in accordance with the City's specification(s).
- If requested by the City of Houston, samples of items shall be furnished without charge, and if not destroyed, returned upon request at your expense.
- Time of proposed delivery should be stated in number of calendar days. General terms such as "stock", "immediately", and "as soon as possible", may be cause for rejection.
- Prices should be itemized. The City of Houston reserves the right to award by item or by total bid. In case there is a discrepancy between the unit price(s) and the extension(s), the unit price(s) shall govern.
- The City of Houston reserves the right to reject any or all quotes, or any part(s) thereof.
- The City of Houston is exempt from all Federal Excise Taxes. Consequently, **DO NOT** include these taxes in your price(s) or invoice(s). Taxable items must be so designated, and the City will supply you with a Tax Exemption Certificate. If you believe that certain taxes are payable by the City of Houston, you should list the taxes directly below each item.
- All prices quotes shall be F.O.B. Destination unless otherwise stated by the City of Houston, and will be irrevocable for ninety (90) days.
- All invoices shall be submitted to the address listed on the City of Houston purchase order.
- If you elect not to respond to the solicitation, please sign and indicate that on the solicitation, and return it to return the Buyer along with the reason(s).
- Submission or attachment of QUOTATION FORMS containing your terms and/or conditions is not acceptable, and may result in your response being considered non-responsive.
- The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:
 - Payment Time - 10 Days: 2% Discount
 - Payment Time - 20 Days: 1% Discount
- A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.
- If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. 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.

Outline Agreement Terms & Conditions:

The terms and conditions specified in the bid will apply to the outline agreement. The quantities specified on the outline agreements is an **estimate**, consequently, the City of Houston makes no representation either orally or in writing as to the quantity of items that may be purchased from the vendor.

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 Purchase Order for all purposes. Vendor 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 issuance of a Purchase Order. Vendors shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Vendor or its subcontractors providing services or goods under this Purchase Order, if any.



CITY OF HOUSTON
HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

Change to PURCHASE ORDER

Vendor Address
Vendor Address Number 155068
BRUNILDA SANTIAGO
2382 BERING DRIVE APT L
HOUSTON TX 77057
USA

Mail Invoice to
COH HOUSING & COMMUNITY DEV
FINANCIAL SERVICES SEC, ACCT PAY
P.O. Box 1562
HOUSTON TX 77251-1562

Information
Purchase Order Number/Date 4500287361-4 / 08/23/2018
CoH Vendor Number 155068
Page 1 of 3
Buyer's Name Clarence Moton 454
Buyer's Telephone Number 832-394-6212
Buyer's Fax Number
Buyer's E-mail Address clarence.moton@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 net 30 w/o deduction Currency USD

Shipping Terms FOB(Free on board) /DESTINATION

Your person responsible: BRUNILDA SANTIAGO

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
20	1.00	AU	96149 LEGAL SVCS, ATTORNEY Legal Services - Home Repair (CDBG) Independent Consultant shall provide professional services (Services) to City as follows: a. Provide legal advice and assist with procurements, contracts and related matters for the Housing Community Development Department (HCDD), including without limitation the Single-Family Home Repair and Single-Family Home Development contracts and related exhibits; b. Other services requested by the Handling City Attorney and agreed upon by the Independent Consultant for which funds are available. c. These Services may be performed as authorized; however Independent Consultant has no obligation to provide Services in excess of the dollar amount authorized by this Purchase Order. Please see the attached Addendum to the Purchase Order.	19,096.66 / AU	19,096.66
Gross Price			19,096.66 USD	1 AU	19,096.66
Delivery date: Day 03/18/2019					
*** Net price changed ***					



CITY OF HOUSTON
 HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
 DELIVERY CORRESPONDENCE

Change to PURCHASE ORDER

PO number/date 4500287361 -4 / 08/23/2018 Page 2 of 3

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
			*** Delivery date changed *** *** Services changed *** *** Item partially delivered *** Changed Expected value of unplanned services: 19,096.66 Delivery Date: 03/18/2019		
30	1.00	AU		86.40 / AU	86.40
			96149 LEGAL SVCS, ATTORNEY Legal Services -Disaster Recovery (FEMA) Gross Price 86.40 USD 1 AU 1.000 86.40 Delivery date: Day 03/18/2019 *** Net price changed *** *** Delivery date changed *** *** Item reactivated *** *** Services changed *** Changed Expected value of unplanned services: 86.40 Delivery Date: 03/18/2019		
40	1.00	AU		11,404.38 / AU	11,404.38
			96149 LEGAL SVCS, ATTORNEY Legal Services - Harvey Gross Price 11,404.38 USD 1 AU 1.000 11,404.38 Delivery date: Day 03/18/2019 *** New item *** Delivery Date: 03/18/2019		
50	1.00	AU		2,032.66 / AU	2,032.66
			96149 LEGAL SVCS, ATTORNEY Legal Services - DR -15 SFHR Gross Price 2,032.66 USD 1 AU 1.000 2,032.66 Delivery date: Day 03/18/2019 *** New item *** Delivery Date: 03/18/2019		
60	1.00	AU		6,622.21 / AU	6,622.21
			96149 LEGAL SVCS, ATTORNEY		



CITY OF HOUSTON
HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

**Change to
PURCHASE ORDER**

PO number/date 4500287361 -4 / 08/23/2018 Page 3 of 3

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
			Legal Services - Commercial		
Gross Price			6,622.21 USD	1 AU	6,622.21
			Delivery date: Day 03/18/2019		
			*** New item ***		
			Delivery Date: 03/18/2019		
Total ****				USD	41,297.01

The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

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.

Subramanian Srinivasan

Mayor

Jerry Adams

Chief Procurement Officer

Cliff Brown

Controller



CITY OF HOUSTON
HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

Change to PURCHASE ORDER

Vendor Address
Vendor Address Number 155068
BRUNILDA SANTIAGO
2382 BERING DRIVE APT L
HOUSTON TX 77057
USA

Mail Invoice to
COH HOUSING & COMMUNITY DEV
FINANCIAL SERVICES SEC, ACCT PAY
P.O. Box 1562
HOUSTON TX 77251-1562

Information
Purchase Order Number/Date 4500281502-4 / 05/22/2018
CoH Vendor Number 155068
Page 1 of 1
Buyer's Name Clarence Moton 454
Buyer's Telephone Number 832-394-6212
Buyer's Fax Number
Buyer's E-mail Address clarence.moton@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

Your person responsible: BRUNILDA SANTIAGO

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
30	1.00	AU	96149 LEGAL SVCS, ATTORNEY	52.00 / AU	52.00
			Legal Sevices-FEMA		
	Gross Price		52.00 USD	1.000	52.00
			1 AU		
			Delivery date: Day 03/18/2019		
			*** New item ***		
			Delivery Date: 03/18/2019		
Total ****				USD	8,702.00


The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

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.

Subhedar Turner Mayor
Jerry Adams Chief Procurement Officer
Clarence Moton Controller





PROCUREMENT REQUEST FORM



RUSH

*Note: The Procurement Request form is to solicit quotes through an informal (Small Purchase) bid process for procurement of goods for \$10,000 or less using Federal Funds (2 CFR 200.318) and \$3,000 to 49,000 using non-Federal funds (COH AP 5-8, Executive Order 1.14). Signature of this document is still required.
* Required Fields [must be completed]*

Description of Purchase *	Change Order Request for Brunilda San...	HCDD Division: *	Director's Office
Deadline Date of Request: *	3/18/2019	Purchase Type: *	Service Under <50K
Requester Name: *	Bontemps, Mayra - HCD	Created:	3/15/2019
Requester Phone Number: *	832-394-6115		

Brief Description of Scope of Work for Goods/Services:
Brunilda Santiago PO 4500281502 and PO 4500287361

Please change the amount on PO 4500281502 to \$8,702.00 - Please see attachment for more details
Please change the amount on PO 4500287361 to \$41,297.00 (net increase of \$8,897.00) - Please see attachment for more details

Note: Please allow a minimum of three (3) days for bid responses.

FINANCE USE ONLY	PROCUREMENT USE ONLY
Fund Number: Funding Source: Cost Center: G/L Account: Business Area: Internal Order: BFY: Grant: Funds Reservation: Funds Approval Mgr: Justification of Need for Goods/Services	Status: Pending Purchase Order No#: Name of Vendor: Date Processed: Date Received: Total Amount: Procurement Staff Priority: Notify Department: Procurement Notes:

Requestors Signature: <i>[Signature]</i> Date: 3-15-2019	Supervising Manager (Purchase under \$5,000) Manager: _____ Date: _____
Buyer's Signature: <i>[Signature]</i> Date: 3/18/19	Funds Approval Signature: _____ Date: _____
Procurement DPU Signature: <i>[Signature]</i> Date: 3/18/19	(Purchase over \$5,000) CFO Signature _____ Date: _____
Assistant or Deputy Director: <i>[Signature]</i> Date: 3/15/19	Director Signature (Only Consultant Services) _____ Director or Designee: _____ Date: _____

Attachments *[Brunilda Santiago Change Order Request.docx]*

Ref. 10248775

Change the amount on PO 4500281502 to \$8,702.00. Details below.

Purchase Order: 4500281502

Brunilda Santiago, 155068

Changes:

1. Add \$52.00 to Legal Services (Line TBD; FEMA – S32000060-18)

	Line	Current		Requested
		Original Amt	PO Changes	New Amount
Legal Svc - SFHR	10	\$ 7,202.80	\$ -	\$ 7,202.80
Legal Svc	20	\$ 1,447.20	\$0.00	\$ 1,447.20
Legal Svc	TBD	\$ -	\$52.00	\$ 52.00
		\$ 8,650.00	\$ 52.00	\$8,702.00

Reeq. 10252651

Change the amount on PO 4500287361 to \$41,297.00 (net increase of \$8,897.00).
Details below.

Purchase Order: 4500287361
Brunilda Santiago, 155068

Changes:

1. Deduct \$14,058.90 from FEMA (Line 30; FEMA - S32000060-18) ✓
2. Add \$2,896.66 to SFHR (Line 20; CDBG – X32000001-19) ✓
3. Add \$11,404.38 to Disaster (Line TBD; Harvey - BD3200077-19)
4. Add \$2,032.66 to SFHR (Line TBD; DR2015 – V32000075-17)
5. Add \$6,622.21 to Commercial (Line TBD; CDBG – G32000001-19)

	Line	Current		Requested
		Original Amt	PO Changes	New Amount
SF Dev-Con	10	\$ 2,054.70	\$ -	\$ 2,054.70
SFHR-CDBG	20	\$ 16,200.00	\$2,896.66	\$ 19,096.66
FEMA	30	\$ 14,145.30	-\$14,058.90	\$ 86.40
Disaster	TBD	\$ -	\$11,404.38	\$ 11,404.38
SFHR-DR15	TBD	\$ -	\$2,032.66	\$ 2,032.66
Commercial	TBD	\$ -	\$6,622.21	\$ 6,622.21
		\$ 32,400.00	\$ 8,897.00	\$41,297.00

Cancel line - 10