

4600017355

2022-0650

**CITY OF HOUSTON  
AND  
GAUGE ENGINEERING, LLC**

**SINGLE PHASE  
PROFESSIONAL ENGINEERING SERVICES  
FOR**

**PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MASTER PLAN**

**WBS NO. N/A**

**TABLE OF CONTENTS**

<b>ARTICLE 1</b>	<b>GENERAL</b> .....	<b>2</b>
	1.1 <b>DEFINITIONS</b> .....	<b>2</b>
<b>ARTICLE 2</b>	<b>DUTIES OF ENGINEER</b> .....	<b>4</b>
	2.1 <b>SERVICES IN GENERAL</b> .....	<b>4</b>
	2.2 <b>COORDINATE PERFORMANCE</b> .....	<b>5</b>
	2.3 <b>TIME OF PERFORMANCE</b> .....	<b>5</b>
	2.4 <b>CONSULTANTS</b> .....	<b>5</b>
	2.5 <b>PAYMENT OF CONSULTANTS</b> .....	<b>5</b>
	2.6 <b>INSURANCE</b> .....	<b>5</b>
	2.7 <b>INDEMNIFICATION</b> .....	<b>7</b>
	2.8 <b>OWNERSHIP OF DOCUMENTS</b> .....	<b>7</b>
	2.9 <b>CONFIDENTIALITY</b> .....	<b>8</b>
	2.10 <b>LICENSES AND PERMITS</b> .....	<b>8</b>
	2.11 <b>COMPLIANCE WITH LAWS</b> .....	<b>8</b>
	2.12 <b>EQUAL EMPLOYMENT OPPORTUNITY</b> .....	<b>8</b>
	2.13 <b>MINORITY AND WOMEN BUSINESS ENTERPRISES PARTICIPATION</b> .....	<b>8</b>
	2.14 <b>DRUG ABUSE DETECTION AND DETERRENCE</b> .....	<b>9</b>
	2.15 <b>TITLE VI ASSURANCES</b> .....	<b>10</b>
	2.16 <b>PAY OR PLAY</b> .....	<b>10</b>
	2.17 <b>COMPLIANCE WITH CERTAIN STATE LAW REQUIREMENTS</b> .....	<b>10</b>
	2.18 <b>ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES</b> .....	<b>10</b>
	2.19 <b>PRESERVATION OF CONTRACTING INFORMATION</b> .....	<b>11</b>
	2.20 <b>SECTION 3 REGULATIONS</b> .....	<b>11</b>
	2.21 <b>NON-DISCRIMINATION</b> .....	<b>11</b>
	2.22 <b>FEDERAL CONTRACT REQUIREMENTS</b> .....	<b>12</b>
<b>ARTICLE 3</b>	<b>DUTIES OF THE CITY</b> .....	<b>12</b>
	3.1 <b>COMPENSATION</b> .....	<b>12</b>
	3.2 <b>METHOD OF PAYMENT</b> .....	<b>12</b>
	3.3 <b>LIMIT OF ALLOCATION</b> .....	<b>12</b>
	3.4 <b>ACCESS TO DATA</b> .....	<b>14</b>
	3.5 <b>TAXES</b> .....	<b>14</b>
<b>ARTICLE 4</b>	<b>TERM AND TERMINATION</b> .....	<b>14</b>
	4.1 <b>CONTRACT TERM</b> .....	<b>14</b>
	4.2 <b>TERMINATION BY THE CITY FOR CONVENIENCE</b> .....	<b>14</b>
	4.3 <b>TERMINATION BY THE CITY FOR CAUSE</b> .....	<b>15</b>

4.4	TERMINATION BY ENGINEER FOR CAUSE.....	15
<b>ARTICLE 5</b>	<b>MISCELLANEOUS PROVISIONS.....</b>	<b>15</b>
5.1	INDEPENDENT CONTRACTOR .....	15
5.2	BUSINESS STRUCTURE AND ASSIGNMENTS.....	16
5.3	PARTIES IN INTEREST .....	16
5.4	NON-WAIVER .....	16
5.5	GOVERNING LAW AND VENUE .....	16
5.6	NOTICES .....	16
5.7	CAPTIONS .....	16
5.8	ACCEPTANCES AND APPROVALS .....	16
5.9	INSPECTIONS AND AUDITS .....	17
5.10	AMBIGUITIES .....	18
5.11	ENTIRE AGREEMENT.....	18
5.12	SURVIVAL.....	18
5.13	FORCE MAJEURE.....	18
5.14	ENGINEER'S DEBT .....	19
5.15	FEDERAL REQUIREMENTS.....	19
5.16	FLOW-THROUGH PROVISIONS .....	19
5.17	CONTRACT WORK AND SAFETY STANDARDS .....	20
5.18	ENVIRONMENTAL COMPLIANCE .....	21
5.19	USE OF PRODUCTS .....	21
5.20	DEBARMENT AND SUSPENSION .....	21
5.21	BYRD ANTI-LOBBYING AMENDMENT.....	22
5.22	NO OBLIGATION BY FEDERAL GOVERNMENT .....	22
5.23	COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS .....	22
5.24	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.....	22
5.25	REMEDIES CUMULATIVE .....	22
<b>SIGNATURE PAGE</b>	.....	<b>23</b>

**EXHIBITS**

- "A" ADDITIONAL TERMS
- "B" PROJECT SCHEDULE (N/A)
- "C" FULLY-BURDENED LABOR RATES
- "D" CERTIFICATE OF INSURANCE
- "E" DRUG POLICY COMPLIANCE AGREEMENT
- "F" DRUG POLICY COMPLIANCE DECLARATION

- "G" ENGINEER'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT**
- "H" SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHTS**
- "I" FORM POP 2 - CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM**
- "J" CERTIFICATION OF AGREEMENT TO COMPLY WITH STANDARD DOT TITLE VI ASSURANCES APPENDIX A LANGUAGE**
- "K" FEDERAL CONTRACT REQUIREMENTS**
- "L" CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**
- "M" ANTI-LOBBYING CERTIFICATION**
- "N" EQUAL OPPORTUNITY CLAUSE**
- "O" HURRICANE HARVEY CDBG-DR REQUIREMENTS NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**
- "P" GLO HARVEY CONTRACT**

**CONTRACT**

**FOR**

**SINGLE PHASE**

**PROFESSIONAL ENGINEERING SERVICES**

**FOR**

**PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MASTER PLAN**

**WBS NO. N/A**

**THE STATE OF TEXAS                    §**

**§**

**COUNTY OF HARRIS                    §**

**THIS CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES** is made on the date countersigned by the City Controller, 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, and **GAUGE ENGINEERING, LLC** (the "Engineer"), acting by and through its duly authorized officer. The initial addresses of the parties, which one party may change by giving notice to the respective other party, are as follows:

**City**

Director  
Houston Public Works  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

**Engineer**

Terry M. Barr, P.E., CFM, Principal  
**GAUGE ENGINEERING, LLC**  
3200 Wilcrest Drive Suite 200  
HOUSTON, TX 77042

**RECITALS**

**WHEREAS**, the City desires to obtain professional engineering services in connection with the planning and design of the Project hereinafter described; and

**WHEREAS**, the Engineer desires to provide such services in exchange for the fees hereinafter specified;

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

## ARTICLE 1

### GENERAL

- 1.1 **Definitions:** As used in this Contract, the following terms shall have the meanings set out below. Additional terms are defined in Exhibit "A".
- 1.1.1 **Chief Procurement Officer** ("CPO"): the Chief Procurement Officer of the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.
- 1.1.2 **City:** As defined in the preamble of this Contract, including its successors and assigns.
- 1.1.3 **Contract:** This agreement between Engineer and the City.
- 1.1.4 **Countersignature Date:** The date the Houston City Controller countersigns this Contract.
- 1.1.5 **Director:** The Director of the Houston Public Works ("HPW") or such other person designated from time to time by the Director by notice to Engineer to administer this Contract on behalf of the City.
- 1.1.6 **Documents:** The reports, charts, analyses, maps, letters, tabulations, exhibits, notes, models, photographs, the original transparencies of all drawings, Construction Documents, computer programs including source and object codes, and other work products obtained by or prepared by Engineer as part of its services under this Contract. The Director shall specify the medium and format in which Engineer shall provide such documents.
- 1.1.7 **Engineer:** As defined in the preamble of this Contract, including its successors and assigns.
- 1.1.8 **Federal Government:** the United States Federal Government, including, but not limited to, any of the agencies or departments that are or may provide funding for the services to be completed under this Agreement, such as the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of the Inspector General, or any authorized representative of the U.S. Housing and Urban Development Department or the United States Government.
- 1.1.9 **Fully-Burdened Labor Rate:** The Engineer's fixed hourly rates, which includes all payment due Engineer for Raw Salary, salary burdens, benefits, insurance, overtime premium, payroll taxes, bonuses, overhead, profit and clerical and management support, vacations, holidays and non-productive time of all kinds. The categories of service for which Fully Burdened Labor Rates are payable are set out in Exhibit "C". All other categories of service are treated as overhead and should be included in Engineer's Fully-Burdened Labor Rate. Payments to contract personnel and personnel employed through employment agencies will be paid based on actual costs and are not subject to enhancement by the above included costs.

- 1.1.10 **GLO Harvey Contract:** the subrecipient agreement between the City and the GLO, GLO Contract No. 21- 134-000-C788, Community Development Block Grant Disaster Recovery Program Non- Research & Development Hurricane Harvey Funding (“2021 Subrecipient Agreement”) countersigned by the City Controller on February 9, 2021 and approved by City of Houston Ordinance No. 2021-93, and any amendments thereto, which contract is attached as Exhibit “P.”
- 1.1.11 **HUD:** HUD refers to the United States Department of Housing and Urban Development.
- 1.1.12 **Negotiated Lump Sum:** An amount negotiated with Engineer consistent with the terms of this Contract that City shall pay Engineer for the completed performance of services in each Work Order, not to exceed the estimated total cost of the following:
  - 1.1.12.1 Fully-burdened labor rates for services performed directly by Engineer and Engineer’s employees, plus
  - 1.1.12.2 Reimbursable Expenses, plus
  - 1.1.12.3 Consultant Subcontract Costs, plus
  - 1.1.12.4 Reasonable fees paid to contract personnel and personnel employed through employment agencies.
  - 1.1.12.5 Under no circumstance is Engineer permitted to bill, nor will the City pay, costs calculated as a percentage of actual costs incurred.
- 1.1.13 **Notice to Proceed:** A written communication from the Director that authorizes Engineer to begin performance of work, containing the following: Multiple Notices to Proceed should be anticipated for contracts that include multiple projects/subprojects.
  - 1.1.13.1 A declaration that the City has allocated adequate funds for that phase or service;
  - 1.1.13.2 The Negotiated Lump Sum for all work described in the Notice to Proceed;
  - 1.1.13.3 A work description for each service Engineer, Consultants, or suppliers will perform under the Notice to Proceed;
  - 1.1.13.4 The maximum cost and portion of the Negotiated Lump Sum associated with each work description;
  - 1.1.13.5 Whether the work description represents a Basic or Additional Service;
  - 1.1.13.6 The phase of the Project to which the work is attributable, and
  - 1.1.13.7 Acceptance of the preceding Phase, when applicable.
- 1.1.14 **Project:** As identified in the title of this Contract.
- 1.1.15 **Project Schedule:** The schedule of project activities and events, showing initiation point, duration, and ending points using the form attached as Exhibit "B". The schedule will indicate time to be allowed for reviews by the City staff. The Project Schedule shall be drafted by Engineer in consultation with the Director, approved by the Director, and updated monthly at the time of invoice submittal.

- 1.1.16 **Reimbursable Expenses:** Reimbursable Expenses are limited to the following: (1) The ordinary and reasonable cost of copying, printing, postage, delivery services, long distance telephone calls and any additional expenses listed in Exhibit "C" incurred by the Engineer in the course of his performance of services under this Contract, including any sales tax Engineer is legally required to pay for Reimbursable Expenses; and (2) the ordinary and reasonable costs of travel including meals and lodging to and from points outside of Houston by representatives of the Engineer, not-to-exceed the amounts established under the City's then current travel reimbursement policy for its employees, if such travel is reasonably necessary to accomplish a task and authorized by the Director.
- 1.1.17 **Subcontractor (also "Consultant"):** The professional Consultant or other professional entity subcontracted by Engineer to provide a portion of engineering services required under the City-Engineer Contract.
- 1.1.18 **Supplemental Notice to Proceed:** A Notice to Proceed amending a preceding Notice to Proceed, which must be issued before services commence, containing the elements required for the original Notice to Proceed and the following:
- 1.1.18.1 A description of the changes in the scope or quality of work between the Supplemental Notice to Proceed and the preceding Notice to Proceed;
  - 1.1.18.2 Acceptance for work completed under the previous Notice to Proceed, when applicable;
  - 1.1.18.3 The percentage difference between the original Notice to Proceed for that Phase and all subsequent Supplemental Notices to Proceed; and
  - 1.1.18.4 The incremental cost of the services in the Supplemental Notice to Proceed.

## **ARTICLE 2**

### **DUTIES OF ENGINEER**

- 2.1 **Services in General:** Engineer shall provide the City the specific tasks set forth in this Article and the professional engineering services described in Exhibit "A" for the fees hereinafter specified. Engineer's performance hereunder shall be performed with care and diligence and shall be in accordance with the standards prevailing in the State of Texas for engineering services performed for similar projects at the time such services are performed. In the event of an inconsistency between the terms of this Article and the terms of Exhibit "A", exclusively with respect to the content of the scope of services and required submission documents, the terms of Exhibit "A" shall control.
- 2.1.1 Additionally, this Contract will be funded in whole or in part by the United States Department of Housing and Urban Development (HUD) and the Texas General Land Office ("GLO") via the 2021 Subrecipient Agreement. As such, Engineer shall certify that during the performance of work under this Contract, Engineer will comply with all applicable local, state, and Federal laws, regulations, executive orders, Federal policies, procedures, and directives, including any regulations relating to, but



not limited to, the HUD Community Development Block Grant—Disaster Recovery (“CDBG-DR”) program.

- 2.2 **Coordinate Performance:** Engineer shall coordinate all of its performance with the Director and such other person(s) as the Director may specify. Engineer shall keep such person(s) advised at a minimum on a biweekly basis of developments relating to the performance of this Contract, and Engineer shall at all appropriate times advise and consult with the Director.
- 2.3 **Time of Performance:** The time of performance for Engineer to complete the services listed in Exhibit “A” will be provided in the Notice to Proceed. Engineer acknowledges that time is of the essence.
- 2.4 **Consultants:** Engineer shall not subcontract any part of its Contract without approval by the Director. Engineer shall be responsible for services performed by Consultants to the same extent as if the services were performed by Engineer. Engineer shall replace any Consultant when requested to do so by the Director, who shall state the reasons for such request. Engineer shall provide the Director with a copy of any of its Consultant subcontracts at Director’s request.
- 2.5 **Payment of Consultants:** Engineer shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract in accordance with the State of Texas Prompt Payment Act. Engineer agrees to protect, defend, and indemnify the City from any claims or liability arising out of Engineer’s failure to make such payments. Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of Engineer to comply with the decisions of the arbitrator may, at the sole discretion of the City, be deemed a material breach leading to termination of this Contract.
- 2.6 **Insurance.** Engineer shall provide and maintain certain insurance and Endorsements in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance is described as follows.

2.6.1 **Risks and Limits of Liability**

2.6.1.1 Engineer shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	<ul style="list-style-type: none"> <li>• Texas Statutory for Workers' Compensation</li> </ul>
Employer's Liability	<ul style="list-style-type: none"> <li>• Bodily Injury by Accident \$1,000,000 (each accident)</li> <li>• Bodily Injury by Disease \$1,000,000 (policy limit)</li> <li>• Bodily Injury by Disease \$1,000,000 (each employee)</li> </ul>
Commercial General Liability: Including Broad Form Coverage, Bodily Injury and Property Damage (Products and Completed Operations required when Physical Operations performed)	<ul style="list-style-type: none"> <li>• \$1,000,000 Limit each Occurrence and \$2,000,000 aggregate per 12-month period</li> </ul>

Automobile Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos</li> </ul>
Professional Liability	<ul style="list-style-type: none"> <li>• \$2,000,000 Limit per claim/aggregate</li> </ul>
Excess Liability applicable to Commercial General and Automobile Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 Limit each occurrence/aggregate</li> </ul>
<b>Aggregate Limits are per 12-month policy period unless otherwise indicated.</b>	

- 2.6.2 **Insurance Coverage.** At all times during the term of this Contract and any extensions or renewals, the Engineer shall provide and maintain insurance coverage that meets the Contract requirements. Prior to beginning performance under the Contract, at any time upon the Director's request, or each time coverage is renewed or updated, the Engineer shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. The Engineer shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. The Engineer waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. The Engineer shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.
- 2.6.3 **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 Contract. 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.
- 2.6.4 **Required Coverage.** The City shall be an Additional Insured under this Contract, and all policies except Professional Liability and Worker's Compensation must name the City as an Additional Insured. The Engineer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of the Engineer'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 Contract. If professional liability coverage is written on a "claims made" basis, the Engineer shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion.
- 2.6.5 **Notice. ENGINEER 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, the Engineer shall provide other suitable policies in order to maintain the required coverage. If the Engineer does not comply with this requirement, the Director, at his or her sole discretion, may

immediately suspend the Engineer from any further performance under this Agreement and begin procedures to terminate for default.

2.7 **INDEMNIFICATION. ENGINEER AGREES TO AND SHALL, TO THE EXTENT PERMITTED BY TEXAS LOCAL GOVERNMENT CODE §271.904, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY ARISING AS A RESULT OF ENGINEER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONSULTANTS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER ENGINEER IS IMMUNE FROM LIABILITY OR NOT. ENGINEER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE INDEMNITY SHALL APPLY WHETHER OR NOT THE EVENT IS CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE CITY.**

2.8 **Ownership of Documents:** Engineer shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Documents, including Construction Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets, source and object codes and any other possessory or proprietary rights therein that are discovered, conceived, developed, written or produced by the Engineer, its agents, employees, contractors and subcontractors pursuant to this Contract (collectively "Works"), to have and to hold the same unto the City absolutely. This right of ownership shall include the City's ability to modify, sell, or license all computer programs, including all access to programming codes necessary to do so.

2.8.1 Engineer agrees that neither it nor any of its agents, employees, contractors or subcontractors shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Director, the Engineer shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.

2.8.2 Engineer shall execute all documents required by the Director to further evidence such assignment and ownership. Engineer shall cooperate with the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Engineer is requested and rendered pursuant to this Section, the City shall reimburse Engineer for all out-of-pocket expenses incurred by Engineer in rendering such assistance. On termination of this Contract or upon request by the Director, Engineer shall deliver all Works to the City. Engineer shall obtain written agreements in the form specified in Exhibit "I" from its agents, contractors and subcontractors performing work hereunder which bind them to the terms contained in this Section.

2.8.3 The Engineer may, however, retain copies of such Documents. The Engineer shall have the right to use such copies internally, but the Engineer may not sell, license, or otherwise market such Documents. Upon request by the Director, the Engineer shall deliver such Documents to the City.

2.8.4 Engineer does not represent that the Documents are or are intended to be, suitable for use on other Projects or extensions of this Project, to the extent that the Documents are site-specific. Any modification to the Engineer's work product or unintended use of same will be at the sole risk of the City.

2.9 **Confidentiality.** Engineer and each of its Consultants shall keep all Documents and City work products or data it receives in strict confidence. Engineer shall not divulge such records or the information contained therein except as approved in writing by the Director or as otherwise required by law.

2.10 **Licenses and Permits.** Engineer shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Engineer shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

2.11 **Compliance with Laws:** Engineer shall comply with all applicable state and federal laws and regulations and all provisions of the City of Houston Charter and Code of Ordinances.

2.12 **Equal Employment Opportunity.** Engineer shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances. Further, Engineer agrees that it will comply with the Federal Equal Employment Opportunity provisions as laid out in Exhibit "N."

2.13 **Minority and Women Business Enterprises Participation**

2.13.1 It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Contract.

2.13.2 Engineer shall make good faith efforts to award subcontracts or supply agreements in at least **24%** of the value of this Contract to MWBEs. The City's policy does not require Engineer to in fact meet or exceed this goal, but it does require Engineer to objectively demonstrate that it has made good faith efforts to do so. To this end, Engineer shall maintain records showing:

2.13.2.1 Subcontracts and supply agreements with Minority Business Enterprises,

2.13.2.2 Subcontracts and supply agreements with Women's Business Enterprises, and

2.13.2.3 Specific efforts to identify and award subcontracts and supply agreements to MWBEs.

2.13.3 Engineer shall submit periodic reports of its efforts under this Section to the Director of the Houston's Housing and Community Development Department in the form and at the times he or she prescribes.

2.13.4 Engineer shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding mediation in Houston, Texas if directed to do so by the Director of Office of Business Opportunity. If Engineer is an individual person (as

distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

2.13.5 Additionally, contracts funded in whole or in part by federal funding (e.g., HUD CDBG – DR) are also subject to the requirement located at 2 C.F.R. § 200.321 to solicit minority businesses, women's business enterprises, and labor area surplus firms when possible. A list of labor surplus areas is provided on the Department of Labor's website at <https://doleta.gov/programs/lisa.cfm>. Regulation 2 C.F.R. § 200.321 requires, where subcontracting is permitted, contractors to take the following affirmative steps:

2.13.5.1 Solicitation Lists. Engineer must place small and minority businesses and women's business enterprises on solicitation lists;

2.13.5.2 Solicitations. Engineer must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;

2.13.5.3 Dividing Requirements. Engineer must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

2.13.5.4 Delivery Schedules. Engineer must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and

2.13.5.5 Obtaining Assistance. Engineer must use 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.

2.13.5.6 Engineer must take these steps regardless of whether it has met the City's MWBE goal referenced above.

## 2.14 **Drug Abuse Detection and Deterrence**

2.14.1 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. Engineer shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Engineers, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Contract and is on file in the City Secretary's Office.

2.14.2 Before the City signs this Contract, Engineer shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

2.14.2.1 A copy of its drug-free workplace policy,

2.14.2.2 The Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", and

2.14.2.3 A written designation of all safety impact positions or, if applicable, a Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G".

2.14.3 If Engineer 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 Contract or on completion of this Contract if performance is less than 6 months, a Drug Policy Compliance Declaration in a form

substantially similar to Exhibit "F". Engineer shall submit the Drug Policy Compliance Declaration to the CCODT within thirty days of the expiration of each 6-month period of performance and within 30 days of completion of this Contract. 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 Engineer begins work under this Contract.

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

2.14.5 Engineer shall require that its subcontractors comply with the Executive Order, and Engineer shall secure and maintain the required documents for City inspection.

2.15 **Title VI Assurances.** The requirements and terms of the United States Department of Transportation Title VI program, as revised from time to time, are incorporated into this Contract for all purposes. Engineer has reviewed Exhibit "J", and shall comply with its terms and conditions.

2.16 **Pay or Play.** The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Contract for all purposes. Engineer has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions.

2.17 **Compliance with Certain State Law Requirements.**

2.17.1 *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.

2.17.2 *Anti-Boycott of Energy Companies.* Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

2.17.3 *Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

2.17.4 *Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Code, Contractor certifies that, at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

2.18 **Zero Tolerance Policy for Human Trafficking and Related Activities.** The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement's effective date. Contractor shall notify the City's Chief Procurement Officer, City

Attorney, and the Director of any information regarding possible violation by the Contractor or its subcontractors providing services or goods under this Agreement.

**2.19 Preservation of Contracting Information.**

2.19.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract and the Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Contract, then for the duration of this Contract (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Contract as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Contract that is in the custody or possession of Contractor. Upon the expiration or termination of this Contract, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Contract that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Contract as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

2.19.2 If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Contract. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Contract, and promptly cancel all orders or subcontracts chargeable to this Contract.

**2.20 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 Engineer 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.

**2.21 Non-discrimination.** Engineer shall comply with the applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 CFR Part 21. These provisions are inclusive of any amendments which may be made to such regulations. Further, Engineer 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 “J.”

- 2.22 **Federal Contract Requirements.** Contractor and its Subcontractors shall comply with the Federal Contract Requirements for the Lead-Based Paint Hazard Control Program which is funded by Community Development Block Grant (“CDBG”) Programs administered by HUD, as detailed in the attached Exhibit “K”.

**ARTICLE 3**  
**DUTIES OF THE CITY**

3.1 **Compensation**

3.1.1 The City shall not authorize any work under this Contract without issuing a Notice to Proceed.

3.1.2 Services:

3.1.2.1 Subject to the terms and conditions of this Contract, including Exhibit “C”, the City shall pay Engineer a fee for complete performance of tasks described in a Notice to Proceed that shall not exceed the total of the following items:

3.1.2.1.1 Number of hours worked times Fully-Burdened Labor Rates, plus

3.1.2.1.2 Consultant Subcontract Cost for services that Engineer subcontracts to a Consultant.

3.1.3 Engineer understands that the City's obligation for payment under this Agreement, if any, is limited to CDBG-DR17 funds received by the City from GLO in accordance with the applicable GLO Harvey Contract for the performance of services under this Agreement. The City's Housing and Community Development Department (“HCDD”) shall perform the day-to-day administration and oversight of the CDBG-DR17 funds. Unless adequate CDBG-DR17 funds are received, the City shall have no obligation to pay Engineer. Engineer must look to these designated funds only and to no other funds for the City's payment under this Agreement, and that the City is permanently excused from making payments due under this Agreement if, for whatever reason, there is a lack of CDBG-DR17 funds.

- 3.2 **Method of Payment.** The City shall pay on the basis of monthly invoices submitted by Engineer and approved by the Director, showing the services performed and the fee. Invoices from Engineer shall show the hours worked in the preceding month and the corresponding hourly rates for Services. The City shall pay Engineer within 30 days of the receipt and approval of the invoices. The City shall make payments to the Engineer at the address for notices.

3.3 **Limit of Allocation.**

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

3.3.2 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 **\$2,300,000.00** 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 (each



a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

3.3.2.1 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.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the 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.

\$ \_\_\_\_\_

- 3.3.2.2 The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.
- 3.3.3 In the event the total appropriation is insufficient to compensate Engineer, Engineer may suspend its services at such time as the total appropriation is expended, but shall resume such services, if and when authorized by the Director, upon transfer of funds by the Director or appropriation of additional funds by the City Council.
- 3.3.4 The Director may authorize the transfer of funds between Basic Services and Additional Services when necessary to continue services by issuing a Supplemental Notice to Proceed, provided that the transfer of funds does not exceed 25% of the Negotiated Lump Sum in the original Notice to Proceed and total funds authorized do not exceed the total amount appropriated by City Council.
- 3.3.5 Contractor understands that the City's obligation for payment under this Agreement, if any, is limited to CDBG-DR17 funds received by the City from the Texas General Land Office ("GLO") in accordance with the applicable GLO Harvey Contract for the performance of services under this Agreement. HCDD shall perform the day-to-day administration and oversight of the CDBG-DR17 funds. Unless adequate CDBG-DR17 funds are received, the City shall have no obligation to pay Contractor. Contractor must look to these designated funds only and to no other funds for the City's payment under this Agreement,

and that the City is permanently excused from making payments due under this Agreement if, for whatever reason, there is a lack of CDBG-DR17 funds.

**3.4 Access to Data**

3.4.1 In addition to its other duties under this Contract, the City shall, to the extent permitted by law, perform the following services:

3.4.1.1 When requested to do so in writing by the Engineer, provide access to, and make copies of, information such as existing drawings, maps, field notes, statistics, computations, and other data in the possession of the City which, in the Director's opinion, will assist the Engineer in the performance of its services hereunder.

3.4.1.2 Examine the Construction Documents submitted by the Engineer and render decisions pertaining thereto within a reasonable time so as to avoid unnecessary delay in the progress of the Engineer's services.

3.4.2 The Engineer warrants that it owns the copyright, or has the right to use, its own data.

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

**ARTICLE 4**  
**TERM AND TERMINATION**

**4.1 Contract Term**

4.1.1 This Contract is effective on the Countersignature Date and expires on February 29, 2024 ("Initial Term"). If the Director, at his or her sole discretion, makes a written request for renewal to Engineer at least 30 days before expiration of the then-current term, and if sufficient funds are allocated, then, upon expiration of the then-current term, this Contract is renewed for up to 1 year(s) upon the same terms and conditions. This Contract may only be renewed for 1 additional term(s) beyond the Initial Term.

**4.2 Termination by the City for Convenience**

4.2.1 The Director may terminate Engineer's performance under this Contract at any time by giving seven days written notice to Engineer. As soon as possible, but not later than the effective date of such notice, Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with this Contract and shall proceed to promptly cancel all existing orders and Consultant subcontracts insofar as such orders or subcontracts are chargeable to this Contract. Within seven days after the effective date of notice of termination, Engineer shall deliver copies of all Documents to the Director and submit an invoice showing in detail services performed under this Contract to the date of termination. The City shall then pay the prescribed fees to Engineer for services actually performed under this Contract up to the date of termination less such payment on account of charges previously

made, in the same manner as prescribed in Article 3 of this Contract. Any installments or lump sum fees shall be prorated in accordance with the progress of the Work at the effective date of termination. Engineer may, if necessary, submit invoices for vendor and Consultant charges reasonably necessary for the Project which are incurred prior to the effective date of termination and received by Engineer after its initial termination invoice.

4.2.2 Engineer understands and acknowledges that if the City determines not to proceed with this Contract, according to the terms of this article, the Director shall provide Engineer with a written notice of his intent to terminate this Contract and this Contract shall terminate upon Engineer's receipt of such written notice. Any sums paid to Engineer prior to its receipt of such written notice plus any retained sums to which Engineer is entitled shall constitute full and complete compensation for the services rendered to the date of receipt of the written notice and Engineer agrees that it will not be entitled to any additional sums.

4.3 **Termination by the City for Cause:** City may terminate this Contract in the event of a material default by Engineer and a failure by Engineer to cure such default after receiving notice thereof, as provided in this Section. Default by Engineer shall occur if Engineer fails to observe or perform any of its duties under this Contract, if Engineer dies (if an individual) or for some other reason is unable to render services hereunder. Should such a default occur, the Director will deliver a written notice to Engineer describing such default and the proposed date of termination. Such date may not be sooner than the 7th day following receipt of the notice. The Director, at his or her sole option, may extend the proposed date of termination to a later date. If Engineer cures such default to the Director's reasonable satisfaction prior to the proposed date of termination, then the proposed termination shall be ineffective. If Engineer fails to cure such default prior to the proposed date of termination, then City may terminate its performance under this Contract as of such date, and Engineer shall deliver all Documents to the Director within seven days of the effective date of the termination. If the City's cost of obtaining completion of the work by other engineers, in combination with other direct costs sustained by the City as a result of the default, exceeds the remaining contract amounts unpaid to Engineer, the City shall not be obligated to make any further payment to Engineer. This provision does not relieve Engineer of any other obligation Engineer may have to the City.

4.4 **Termination by Engineer for Cause:** Engineer may terminate its performance only upon default of the City. Should such default occur, Engineer shall have the right to terminate all or part of its duties under this Contract as of the 14th day following the receipt by the City of a notice from Engineer describing such default and intended termination, provided: (1) such termination shall be ineffective if within the fourteen day period the City cures the default; and (2) such termination may be stayed beyond such fourteen day period, at the sole option of Engineer, pending cure of the default.

## ARTICLE 5

### MISCELLANEOUS PROVISIONS

5.1 **Independent Contractor.** The relationship of Engineer to the City shall be that of an independent contractor.

- 5.2 **Business Structure and Assignments.** Engineer shall not assign this Contract at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. 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, Engineer 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. Engineer shall not delegate any portion of its performance under this Contract without the Director's prior written consent.
- 5.3 **Parties in Interest.** This Contract, and, as applicable, the GLO Harvey Contract, shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and Engineer only.
- 5.4 **Non-waiver.** Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- 5.5 **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
- 5.6 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.
- 5.7 **Captions.** The captions at the beginning of the articles and sections of this Contract are guides and labels to assist in locating and reading such articles and sections and, therefore, will be given no effect in construing this Contract and shall not be restrictive of or be used to interpret the subject matter of any article, section, or part of this Contract.
- 5.8 **Acceptances and Approvals.** 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 Engineer, its employees, agents, Consultants, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Contract, 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 Engineer, its employees, agents, Consultants or suppliers pursuant to this Contract.

5.9 **Inspections and Audits.** Representatives of the City shall have the right to examine and review all books, records, and billing documents which are directly related to performance or payment under this Contract. Engineer shall maintain such books, records, and billings for three years after the cessation of its other duties under this Contract. This right of audit extends to the records of Engineer's Consultants, and Engineer's agreements with its Consultants shall provide this right to the City.

5.9.1 City representatives (including without limitation the Director and City Controller), and State, and Federal Government authorized representatives (collectively "Auditing Entities") may perform, or have performed (1) audits of Engineer's books and records, or (2) inspections of all places where work is undertaken in connection with this Agreement. Engineer shall keep its books and records (including without limitation any documentation required under 2 C.F.R. Part 200, Subpart D) available for this purpose for at least (i) the time period required by 2 C.F.R. § 200.333 (retention requirements for records) in the event the City receives federal funds for all or a portion of this Agreement, or (ii) seven (7) years after the Agreement terminates, whichever is longer. If the books and records are located outside of Harris County, Texas, Subrecipient agrees to make them available in Harris County, Texas. This Section 5.9 does not affect the applicable statute of limitations.

5.9.2 Upon reasonable written notice, not less than twenty-four (24) hours, Auditing Entities have the right to perform or have performed audits and inspections.

5.9.3 Audits of Engineer's books, documents, papers, and records, including electronic versions, pertaining to services provided under this Agreement may include, but are not limited to:

5.9.3.1 payroll and personnel records, such as salaries, benefits and bonuses;

5.9.3.2 subcontractor agreements, records and invoices;

5.9.3.3 any accounting or management systems, or computers or servers on which City information is stored; and

5.9.3.4 all documents or files evidencing costs and underlying expenses relating to Engineer's performance.

5.9.4 Engineer shall provide the Auditing Entities, including without limitation, the Director, City Controller, the Texas Department of Emergency Management, the HUD Administrator, the Comptroller General of the United States, Inspectors General, the GLO, the Texas State Auditor's Office, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Agreement for the purposes of making copies, audits, examinations, excerpts, and transcriptions. Engineer shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts any transcriptions as reasonably needed.

5.9.5 Engineer shall provide the Auditing Entities, including without limitation, the Director, City Controller, the HUD Administrator, Inspector General, GLO, the Texas State Auditor's Office, or any other authorized representatives of these individuals or entities access to work sites pertaining to the work being completed.

5.9.6 If any audit or inspection performed by HUD, GLO, the City or any other local, state or federal entity providing funding to pay for Engineer'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 Engineer's services, based on Engineer's performance under this Agreement, Engineer 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, unauthorized, or otherwise inconsistent with this Agreement. Engineer 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 Engineer'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 Engineer. In no event will Engineer be responsible for disallowed, recaptured, or reimbursed amounts that the City has paid to any party other than Engineer. Each Party shall bear its own costs of any such audit.

- 5.10 **Ambiguities.** In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 5.11 **Entire Agreement.** This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the subject matter hereof, whether written or verbal.
- 5.12 **Survival.** Engineer shall remain obligated to the City under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of the term of this Contract, including but not limited to the Ownership of Documents provisions of Article 2 of this Contract.
- 5.13 **Force Majeure**
  - 5.13.1 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 the Engineer. 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, pandemics or 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 the Engineer to extra reimbursable expenses or payment.
  - 5.13.2 This relief is not applicable unless the affected Party does the following:
    - 5.13.2.1 uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
    - 5.13.2.2 provides the other Party with prompt written notice of the cause and its anticipated effect.
  - 5.13.3 The Director will review claims that a Force Majeure that directly impacts the City or the Engineer has

occurred and render a written decision within 14 days.

5.13.4 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.

5.13.5 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 the Engineer. This termination is not a default or breach of this Agreement. **ENGINEER 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.**

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

5.14 **ENGINEER'S DEBT. IF ENGINEER, AT ANY TIME DURING THE TERM OF THIS CONTRACT, 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 ENGINEER HAS INCURRED A DEBT, THE CONTROLLER SHALL IMMEDIATELY NOTIFY ENGINEER IN WRITING. IF ENGINEER 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 ENGINEER UNDER THIS CONTRACT. ENGINEER 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 CONTRACT.**

5.15 **Federal Requirements.**

5.15.1 The Parties acknowledge that City may seek reimbursement from the HUD for costs incurred under this Agreement. The Engineer shall comply with all Community Development Block Grant ("CDBG") including CDBG-Disaster Recovery and HOME program requirements outlined in Exhibit K and made a part hereof. Notwithstanding the previous sentence, the Parties acknowledge that the Federal Government is not a party to this Agreement and is therefore not obligated to perform any actions under this Agreement. Engineer shall comply with and shall perform services in compliance with all HUD requirements outlined in this Agreement and otherwise applicable to the services performed, any subsequent audit by the HUD, or any other reviewing agency, and reimbursement, if any, from the HUD, or any other federal agency for the costs incurred under this Agreement.

5.15.2 Engineer and its Subcontractors shall comply with the Federal Contracts Requirements for the Lead-Based paint Hazard Control Program which is funded by CDBG programs administered by HUD.

5.16 **Flow-through Provisions.**

5.16.1 The City is a party to the GLO Harvey Contract effective to govern this Agreement in accordance with the provisions set out in Exhibit "P" to this Agreement. Engineer shall comply with the applicable terms set out in Exhibit "P" as if it were the City, except to the extent that this Agreement specifically

addresses a topic also covered in Exhibit "P," in which case the terms of this Agreement shall apply. In the event the Engineer believes a term or condition of the applicable GLO Harvey Contract is inapplicable, Engineer shall see clarification from the Director. The Director, in their sole but reasonable discretion, shall determine which terms are applicable to this Agreement and the services provided thereunder.

- 5.16.2 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 Engineer for services or expenses provided under this Agreement, Engineer 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 Engineer's scope of work ("Additional Flow Down Provisions"). Engineer's agreement to the Additional Flow Down Provisions must be in writing, signed by the Engineer and Director and approved by the City Attorney. 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 Engineer from any further performance for all or certain services under this Agreement, or (ii) terminate the Agreement, in whole or in part.

**5.17 Contract Work and Safety Standards.**

- 5.17.1 Overtime requirements. Neither Engineer or nor any subcontractor contracting for any part of the contract work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 5.17.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section, the Engineer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Engineer and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
- 5.17.3 Withholding for unpaid wages and liquidated damages. HUD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subcontractor under any such contract or any other Federal contract with the same prime Engineer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Engineer, such sums as may be determined to be necessary to satisfy any liabilities of the Engineer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.



5.17.4 Subcontracts. Engineer shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Engineer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**5.18 Environmental Compliance.**

5.18.1 Engineer shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

5.18.2 Engineer shall report all violations to the City, and the Texas Commission on Environmental Quality, and understands and agrees that the City will, in turn, report each violation as required to assure notification to HUD and the appropriate Environmental Protection Agency Regional Office.

5.18.3 Engineer shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

5.18.4 Engineer shall comply with the 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 (42 U.S.C. §6201 et seq.).

**5.19 Use of Products.**

5.19.1 In the performance of this contract, Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

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

5.19.3 Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**5.20 Debarment and Suspension.**

5.20.1 The Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Engineer is required to verify that none of the Engineer, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.20.2 Engineer shall comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.20.3 This certification as set out in Exhibit "L" is a material representation of fact relied upon by the City. If it is later determined that Engineer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City and the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.20.4 Engineer shall comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Engineer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.21 **Byrd Anti-Lobbying Amendment.**

5.21.1 For any bid, offer, or agreement exceeding \$100,000, Engineer shall file with the City a Certification Regarding Lobbying substantially in the form set out in Exhibit "M."

5.21.2 Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

5.22 **No Obligation by Federal Government.** Engineer acknowledges that the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Engineer, or any other party pertaining to any matter resulting from this Agreement.

5.23 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that HUD financial assistance will be used to fund all or a portion of the contract. Engineer will comply with all applicable Federal law, regulations, executive orders, HUD policies, procedures, and directives.

5.24 **Program Fraud and False or Fraudulent Statements or Related Acts.** Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Engineer's actions pertaining to this Agreement.

5.25 **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. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

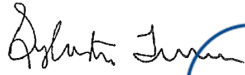
**Signatures.** The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the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


**CITY:**  
**THE CITY OF HOUSTON, TEXAS**

**ENGINEER:**  
**GAUGE ENGINEERING, LLC**

Signed by: <sup>DS</sup>

Signed by:

  
\_\_\_\_\_  
Mayor  
DocuSigned by:  
Brenda Boatman  
9722041C6B344EC...

DocuSigned by:  
  
\_\_\_\_\_  
By: 02DF05E93C88409...  
Name: Terry M. Barr, P.E., CFM  
Title: Principal

Federal Tax Identification No. 83-1131778



**ATTEST/SEAL:**

DocuSigned by:  
  
\_\_\_\_\_  
2F30A5366C0E4B1...  
City Secretary

**APPROVED:**

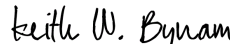
DocuSigned by:  
  
\_\_\_\_\_  
A93C410B72B3453...  
Director, Houston Public Works

DS  


**APPROVED:**

DocuSigned by:  
  
\_\_\_\_\_  
6121834A077C41A...  
Chief Procurement Officer

**APPROVED:**

DocuSigned by:  
  
\_\_\_\_\_  
69AB087638E6400...  
Director, Housing and Community Development  
Department


<sup>DS</sup>  
**COUNTERSIGNED BY:**

  
\_\_\_\_\_  
City Controller  
DocuSigned by:  
Chelle Clark

**DATE COUNTERSIGNED:**

9/1/2022

**APPROVED AS TO FORM:**

DocuSigned by:  
  
\_\_\_\_\_  
4E64BCF099CD4DA...  
Assistant City Attorney  
L.D. File No. CON - 0000000076

**EXHIBIT "A"**

**ADDITIONAL TERMS**

**PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MASTER PLAN**

WBS No. **N/A**

**ARTICLE 1**

**GENERAL**

**1.1 Additional Definitions used in this Contract**

- 1.1.1 **Deliverables:** those items that the Engineer is to deliver to the Director pursuant to the Scope of Services assigned to the Engineer under this Exhibit.
- 1.1.2 **Limit on Total Compensation:** The limit on Total Compensation is **\$2,415,148.00** for all Engineering Services. Engineer's total billings for all services, including fees paid for contract personnel and personnel employed through employment agencies, and any and all other costs, shall not exceed the Limit on Total Compensation.
- 1.1.3 **Negotiated Lump Sum:** An amount consistent with the terms of this Contract that City shall pay Engineer for the complete performance of services, not to exceed the estimated total of the following:
  - 1.1.3.1 Fees, as laid out in Exhibit "C" listed for services performed directly by Engineer and Engineer's employees, plus
  - 1.1.3.2 Reimbursable Expenses, plus
  - 1.1.3.3 Consultant Subcontract Costs, plus
  - 1.1.3.4 Reasonable fees paid to contract personnel and personnel employed through employment agencies.
  - 1.1.3.5 Under no circumstance is Engineer permitted to bill, nor will the City pay, costs calculated as a percentage of actual costs incurred.
- 1.1.4 **Program Manager:** The manager for the City's Stormwater Master Plan, overseeing all of the applicable watersheds. The Program Manager shall coordinate and oversee all consultant work and technical guidance.
- 1.1.5 **Project Administrator:** The person designated by the Director of Houston Public Works who shall monitor the progress of all Parties' performance under this Agreement.

**1.2 General Description of Project**

- 1.2.1 The Project generally is described as follows:

The goal of the Stormwater Master Plan effort is to model the main drainage infrastructure throughout the City of Houston to better understand the capacity of the storm sewers, overland flow routes, and interaction with the Harris County Flood Control District channels and bayous. These models will allow Houston Public Works Stormwater Planning to better analyze areas with flood risk and identify

projects for capital improvement planning. This scope of work outlines the tasks needed to prepare a complete hydrologic and hydraulic model using Innovyze InfoWorks ICM.

The Program Manager is concurrently developing white papers to guide and standardize the development of the ICM models between multiple consultants for separate watersheds or watershed groups. These white papers should be used as guidance for model development but can be modified or supplemented as required based on specific drainage characteristics within the watershed. These white papers will be provided as they are finalized ahead of the tasks for which they are intended.

Based on the available GIMS storm sewer information, the stormwater infrastructure within Watershed Group 3: **Buffalo Bayou, Addicks & Barker Reservoirs** is located inside the limits of the City of Houston. Data within and about these watershed groups will be provided to Consultant.

## ARTICLE 2

### **SPECIFIC SCOPES OF WORK — WATERSHED GROUPING 3: BUFFALO BAYOU, ADDICKS & BARKER RESERVOIRS**

#### 2.1 **Task 1: Project Management.**

- 2.1.1 The Engineer will provide project management for the duration of the project, including meetings with the City, and provide documentation of QA/QC prior to submission. Specific tasks include:
  - 2.1.1.1 Kickoff meeting with the City and the Program Manager to discuss project goals, schedule, and deliverables;
  - 2.1.1.2 Develop a project management plan (PMP) that outlines the project team, roles, watershed characteristics, risks, mitigation strategies, schedule, and QA/QC plan. Implementation of PMP including invoicing, scheduling, and team management. Coordination with other consultants managing adjacent watersheds regarding flow interaction between watershed boundaries;
  - 2.1.1.3 Prepare for and conduct monthly progress meetings to present project status and results. Meetings will be virtual and attended by the prime project manager and necessary consultant team staff;
  - 2.1.1.4 Attend up to three (3) workshops hosted by the Program Manager. It is anticipated the workshops will be conducted in person. Workshop attendees will include the prime project manager and technical staff needed to review and discuss modeling methodology;
  - 2.1.1.5 QA/QC of all model and document deliverables; and
  - 2.1.1.6 Adhere to Project roles and responsibilities.
- 2.1.2 The Project Administrator shall serve as the primary point of contact between the City and the Engineer.
  - 2.1.2.1 The Engineer:
    - 2.1.2.1.1 The Engineer shall perform all services under this Agreement in a manner consistent with the degree of care and skill ordinarily

exercised by members of the same profession currently practicing under similar circumstances.

2.1.2.1.2 The Engineer shall ensure that all Deliverables it completes under this Agreement meet or exceed the standards of the Engineer's trade, profession, or industry; and meet or exceed the specifications set forth in the Agreement, and, to the extent applicable, be fit for ordinary use, of good quality, and with no material defects.

2.1.2.1.3 The Engineer shall include Project Administrator, as the primary point of contact between the City and the Engineer, with respect to all communications, discussions, and issues pertaining to the project, unless otherwise directed by the Project Administrator, the Director of HPW, or the Director of HCDD.

2.1.2.1.4 The Engineer shall promptly notify the City of any issues, delays, changes in scope, or additional costs or liabilities by providing written notice to the Project Administrator.

2.1.2.2 City. The City acknowledges that the Engineer's performance of the services under the Agreement and the fees charged are dependent on City's timely and effective completion of the City's duties under the Agreement. As the primary point of contact between the City and the Engineer, the Project Administrator's responsibilities include, but are not limited to, the following:

2.1.2.2.1 The Project Administrator shall provide the Engineer with reliable, accurate and complete information;

2.1.2.2.2 The Project Administrator shall serve as the primary liaison between the Engineer and the City's decision makers, subject matter experts, and management to provide timely decisions and approvals;

2.1.2.2.3 The Project Administrator shall have skills commensurate with their role with respect to such services to be provided and the overall scope of the project;

2.1.2.2.4 The Project Administrator shall monitor and evaluate whether:

2.1.2.2.4.1 The Engineer performs all services under this Agreement in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and

2.1.2.2.4.2 All Deliverables that the Engineer completes under this Agreement meet or exceed the standards of the Engineer's trade, profession, or industry; and meet or exceed the specifications set forth in the Agreement, and, to the extent applicable, be fit for ordinary use, of good quality, and with no material defects.

- 2.1.2.2.5 If the Project Administrator, in their sole discretion, determines that the Engineer submits Deliverables that do not meet specifications or standards, fails to complete Deliverables timely, or otherwise fails to perform its obligations under this Agreement, the Project Administrator shall notify the Engineer in writing and may require the Engineer, at its sole expense, to:
  - 2.1.2.2.5.1 Enhance or replace substandard Deliverables with Deliverables that do meet or exceed the specifications and standards set forth in the Agreement; and
  - 2.1.2.2.5.2 Take necessary action to ensure that future performance and Deliverables meet the specifications and standards set forth in the Agreement.
- 2.1.3 Invoice and Payment: All reports, Deliverables, and other critical documentation outlined in this Agreement must be timely submitted via e-mail to the Project Administrator. Funds associated with this Agreement shall be disbursed to the Engineer upon completion and approval by the City of the Deliverables (in monthly increments) within the total amounts outlined in the table above.
- 2.1.4 The Engineer shall submit Deliverables on a monthly basis, including but not limited to monthly progress and monthly invoices, to the Project Administrator no later than five (5) business days after the last day of each month. Upon approval by the Project Administrator, HCDD will issue payment.
- 2.1.5 The Engineer shall submit invoices to the City in accordance with Article 3 of the Agreement. The City shall ensure that all Deliverables, duties, and/or responsibilities outlined and scheduled in this Agreement are completed in conformance with the terms of the Agreement and this Exhibit prior to disbursement of funds. The City may request, in addition to an invoice detailing the work performed, documentation proving completion of the applicable Deliverables, duties, and/or responsibilities.
  - 2.1.5.1 At a minimum, invoices must:
    - 2.1.5.1.1 Be submitted by email to the Project Administrator, Paresh.lad@houstontx.gov, and copied to Jessica.caraway@houstontx.gov, or as otherwise specified in writing or potentially designated by the Director;
    - 2.1.5.1.2 List the current amount being billed;
    - 2.1.5.1.3 List the cumulative deliverables to-date and amount billed previously;
    - 2.1.5.1.4 List the balance remaining to be billed; and
    - 2.1.5.1.5 Be supported by documentation, as applicable
- 2.1.6 Monthly Reporting. Monthly progress reports are due to the Project Administrator outlining the progress made during the month, identifying any deliverables completed and other milestones met. Progress reports will include completed task per the project schedule (Exhibit B), upcoming task to be completed, and the percent complete per task deliverable.
- 2.1.7 Task 1 Deliverables:
  - 2.1.7.1 Meeting agendas submitted two (2) business days prior to formal meetings;

- 2.1.7.2 Meeting minutes submitted within three (3) business days of each progress meeting;
- 2.1.7.3 Draft and final project management plan; and
- 2.1.7.4 QA/QC documentation in accordance with City QA/QC guidelines.

**2.2 Task 2: Data Collection**

- 2.2.1 The Engineer will obtain, review, and confirm data for the model development. Specific tasks include:
  - 2.2.1.1 Collect infrastructure data using City GIMS and as-built plans for the storm sewer within the watershed. Collect available previous models developed by the City for incorporation. Additional data collection work shall include:
    - 2.2.1.1.1 Collect pertinent data for model development from the City as outlined in the white paper including impervious cover, COH off-road channels, city limits, plans and as-builts;
    - 2.2.1.1.2 Collect pertinent data from HCFCD as outlined in the white paper, such as, stream centerlines;
    - 2.2.1.1.3 Collect pertinent data from additional sources including parcels, land use, roadways, structures, etc.;
    - 2.2.1.1.4 Adjust infrastructure data to ensure adequate flow direction and connectivity. Fill data gaps using as-builts, survey, or field visit information. Implement data flagging scheme provided by Program Manager; and
    - 2.2.1.1.5 Implement datum adjustments based on comparison of Lidar, as-builts, and survey.
  - 2.2.1.2 Obtain 2018 HGAC LiDAR from the City for the assigned watershed and review for major discrepancies due to development or other inaccuracies in the base data. Adjustments for minor discrepancies and developmental changes are not anticipated to be required. Discrepancies may be addressed within the LiDAR base file.
    - 2.2.1.2.1 Review GIMS data and as-builts to update the GIMS GIS information with the latest as-builts. Adjust storm sewer invert elevations to match the 2018 HGAC LiDAR datum by comparing plan set elevations to 2018 LiDAR elevations and modifying GIMS shapefile elevations.
  - 2.2.1.3 Collect historical rainfall and historical flood claims data from the City.
  - 2.2.1.4 Develop a survey plan based upon drainage information and data gaps. Submit the survey plan to the City and the Program Manager for approval.
  - 2.2.1.5 Conduct survey of up to 200 manholes within the project area as identified in the survey plan. Utilize survey to adjust or supplement GIMS data.
    - 2.2.1.5.1 Conduct up to eight (8) site visits throughout the watershed to identify and confirm watershed and infrastructure characteristics.
  - 2.2.1.6 Summarize data collection in draft technical memorandum for submittal to the City. The final technical memorandum will be included in the final report.
- 2.2.2 Task 2 Deliverables:



- 2.2.2.1 QA/QC Documentation
- 2.2.2.2 Technical Memorandum summarizing the information collected, adjustments made, and the field collection.
  - 2.2.2.2.1 Field investigation notebooks
  - 2.2.2.2.2 Field survey basefiles
  - 2.2.2.2.3 Field survey notebooks
- 2.2.2.3 GIS database of information collected

### 2.3 Task 3: Model Development

2.3.1 The Engineer will develop an Innowyze Infoworks ICM version 2021.9 model for the entire watershed including the storm sewer, roadside ditches, and channels within the watershed. Task includes both the hydrologic and hydraulic model development, validation, simulation, and intermittent QA/QC during the model development progress. Process will follow the white papers outlined by the Program Manager.

- 2.3.1.1 Hydrology
  - 2.3.1.1.1 Delineate rainfall infiltration zones within InfoWorks ICM using the pervious polygon developed by the Program Manager. Assign Green & Ampt parameters based on watershed.
  - 2.3.1.1.2 Setup rain on mesh hydrology for the entire watershed within the City limits using HCFCD Region 3 rainfall. Storm sewers to be linked to mesh in Task 2.3.1.2.
  - 2.3.1.1.3 For areas outside the City limits, delineate drainage areas using available information collected. FEMA (effective and/or MaapNext) and other detailed hydrology study models will be reviewed and leveraged to the fullest extent possible during the drainage area delineation process. Develop hydrologic parameters using the HCFCD BDF methodology. Develop hydrologic model within ICM for each drainage area outside of the City limits. HCFCD Region 3 rainfall data will be used.
- 2.3.1.2 Hydraulics
  - 2.3.1.2.1 1D Storm Sewer
    - 2.3.1.2.1.1 GIS Setup – Configure the GIMS information for importing into ICM incorporating adjustments made during Data Collection task. Process GIMS data to include all necessary pipes and data flags.
    - 2.3.1.2.1.2 Nodes – Input nodes needed for developing hydraulic model including elevations, storage volumes, areas, ponding type, and inlet capacity. Ensure continuity between node and link references.
    - 2.3.1.2.1.3 Links – Input links needed for developing hydraulic modeling including inverts, lengths, manning's

values, sizes, and shapes. Storm sewer 36-inch diameter and greater is included in this scope and effort.

#### 2.3.1.2.2 2D Development

2.3.1.2.2.1 Import terrain from 2018 LiDAR into ICM.

2.3.1.2.2.2 Develop break-lines for study area based on the detail needed for the study.

2.3.1.2.2.3 Develop and import structures for 2D surface. Simplify vertices as necessary for clean meshing.

2.3.1.2.2.4 Assign Manning's roughness values using land use polygons based on the white paper.

2.3.1.2.2.5 Mesh the 2D zone and review for small triangles and inconsistencies.

2.3.1.2.2.6 Refine 2D model component for model stability and reasonable run times.

#### 2.3.1.2.3 Roadside Ditch Systems

2.3.1.2.3.1 Roadside ditches will be modeled within the 2D mesh; using HEC-RAS terrain editing, or another GIS process, driveway culverts shall be "burned" through into the watershed. This process shall be performed to provide 2D connectivity along the length of the ditch.

2.3.1.2.3.2 Assign roughness values based on the City guidance for the roadside ditch system (earthen or paved).

2.3.1.2.3.3 Culverts that cross roadways, and other significant culverts, shall be model as 1D links using information from GIMS or field verification.

2.3.1.2.3.4 Model HCFCD studied streams in 2D. Bridges will not be modeled in 2D.

2.3.1.2.3.5 Model HCFCD unstudied streams in 1D, with 1D/2D connectivity.

2.3.1.2.3.6 Any other channels will be modeled in 2D.

2.3.1.2.3.7 Pump systems or operations will not be modeled apart from inflow hydrographs provided by others.

#### 2.3.1.2.4 Boundary Conditions

2.3.1.2.4.1 Incorporate overflows from bounding watersheds using 2D flow lines.

2.3.1.2.4.2 Incorporate iterated flows with adjacent watershed consultants as necessary.

2.3.1.2.4.3 Incorporate minor HCFCD channels within the modeling using HEC-RAS models from the

MAAPnext efforts. Channels will be modeled as 1D/2D river reaches.

2.3.1.2.4.4 Incorporate HCFCD bayous with boundary.

2.3.1.2.5 Create inflow files based upon each specified inflow location defined in Task 2.3.1.1.

2.3.1.2.6 Simulate model using parameters specified in the white papers for the 2-, 10-, 100-, 500-year storm events.

2.3.1.2.7 Debug model development and results to minimize errors and ensure stability.

2.3.1.3 Model Validation

2.3.1.3.1 Develop historical rainfall for three (3) storm events for the drainage basins delineated in Task 2.3.1.1. Events used will be confirmed by the City prior to simulation. Collect stage hydrograph information for the HCFCD bayous to use as tailwater conditions. Collect information from the City regarding flooded structures and streets including GIS files and available photos for model validation.

2.3.1.3.2 Simulate ICM model for the historical storm events.

2.3.1.3.3 Compare the model results to the historical flooding information. Adjust model parameters, extents, or characteristics as necessary to achieve a reasonable validation. Add additional storm sewer extents in areas served by storm sewer sized less than 36-inch diameter in order to achieve reasonable validation.

2.3.1.4 Final Simulations. Simulate the final ICM model for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events.

2.3.1.5 Technical Memorandum. Draft and submit a technical memorandum summarizing the model development, validation storms, and results for approval. The final technical memorandum will be included in the final report.

2.3.2 Task 3 Deliverables:

2.3.2.1 Hydrologic Parameters;

2.3.2.2 Draft ICM Model;

2.3.2.3 Draft GIS model data;

2.3.2.4 Draft hydrology and hydraulics technical memorandum; and

2.3.2.5 QA/QC Review documentation.

2.4 Task 4: Project Delivery

2.4.1 The Engineer will summarize all model development and results within a technical report to submit to the City.

2.4.1.1 Draft Report. Develop draft report summarizing all aspects of the data collection, model development, validation, and result. Incorporate any supporting information such as exhibits and appendices. Report will follow outline developed by the City. Submit report for the City to review.

2.4.1.2 Final Report. Incorporate any comments from the City into the final report.

2.4.1.3 Model Delivery

2.4.1.3.1 Clean and submit final ICM model to the City. Model delivery will include all aspects of the model needed for future use.

2.4.1.3.2 Include all backup GIS files for the model development and results.

2.4.2 Task 4 Deliverables:

2.4.2.1 Draft and Final Report;

2.4.2.2 Final ICM Models; and

2.4.2.3 Final GIS database.

2.5 **Schedule.** The anticipated schedule for deliverables is shown below with estimates from the notice to proceed. Schedules may vary based upon watershed sizes and characteristics. Grant deliverables are anticipated to be completed by February of 2024.

No.	Submittal	Weeks from NTP
1	Draft Data Collection TM and GIS Database	18
2	Hydrology Parameters	22
3	ICM Model Setup	31
4	Validation Model	48
5	Draft Report and Final ICM Model	65
6	Final Report and Deliverables	75

**EXHIBIT "B"**

**PROJECT SCHEDULE**

The schedule below is a draft, subject to issuance of the Notice to Proceed.

**“EXHIBIT B-I”**

City of Houston Stormwater Master Plan  
Professional Engineering Services  
Scope of Work – Watershed Grouping 3: Buffalo Bayou, Addicks & Barker Reservoirs

The goal of the Stormwater Master Plan effort is to model the main drainage infrastructure throughout the City of Houston to better understand the capacity of the storm sewers, overland flow routes, and interaction with the Harris County Flood Control District channels and bayous. These models will allow Houston Public Works Stormwater Planning to better analyze areas with flood risk and identify projects for capital improvement planning. This scope of work outlines the tasks needed to prepare a complete hydrologic and hydraulic model using Innowyze InfoWorks ICM.

The City Program Manager is concurrently developing white papers to guide and standardize the development of the ICM models between multiple consultants for separate watersheds or watershed groups. These white papers should be used as guidance for model development but can be modified or supplemented as required based on specific drainage characteristics within the watershed. These white papers will be provided as they are finalized ahead of the tasks for which they are intended.

Based on the available GIMS storm sewer information, the stormwater infrastructure within Watershed Grouping 3: Buffalo Bayou, Addicks & Barker Reservoirs, that is located inside the limits of the City of Houston, includes the following:

- Approximately 106 square miles, 124 square miles within the City of Houston
- Approximately 410 miles of storm sewer (36-inch diameter and greater)
- Approximately 12000 manholes/junctions
- Approximately 245 miles of studied channels
- Approximately 125 miles of unstudied channels
- Approximately 320 miles of roadside ditches

**Task 1: Project Management**

CONSULTANT will provide project management for the duration of the project, including meetings with the City, and provide documentation of QA/QC prior to submission. Specific tasks include:

- a. Kickoff meeting with City and Program Manager to discuss project goals, schedule, and deliverables. The Project Principal and Project Managers for prime and subconsultants will attend.
- b. Develop a project management plan (PMP) that outlines the project team, roles, watershed characteristics, risks, mitigation strategies, schedule, and QA/QC plan. Implementation of PMP including invoicing, scheduling, and team management. Coordination with other consultants managing adjacent watersheds regarding flow interaction between watershed boundaries.
- c. Prepare for and conduct monthly progress meetings to present project status and results. Meetings will be virtual and attended by the prime project manager and necessary consultant team staff.
- d. Attend up to 3 workshops hosted by the City Program Manager. It is anticipated the workshops will be conducted in person. Workshop attendees will include the prime project manager and technical staff needed to review and discuss modeling methodology. Workshops are estimated to be 8 hours.
- e. QA/QC of all model and document deliverables.

**Task 1 Deliverables:**

- Meeting agendas submitted two (2) business days prior to formal meetings
- Meeting minutes submitted within three (3) business days of each progress meeting
- Draft and final project management plan
- QA/QC documentation in accordance with City QA/QC guidelines

**Task 2: Data Collection**

CONSULTANT will obtain, review, and confirm data for the model development. Specific tasks include:

- a. Collect infrastructure data using City GIMS and as-built plans for the storm sewer within the watershed. Collect any previous models developed by the City for incorporation. Additional data collection work shall include:
  - i. Collect pertinent data for model development from the City as outlined in the white paper including impervious cover, COH off-road channels, city limits, plans and as-builts, etc.
  - ii. Collect pertinent data from HCFCD as outlined in the white paper, such as, stream centerlines,
  - iii. Collect pertinent data from additional sources including parcels, land use, roadways, structures, etc.
  - iv. Adjust infrastructure data to ensure adequate flow direction and connectivity. Fill data gaps using as-builts, survey, or field visit information. Implement data flagging scheme provided by Program Manager.
  - v. Implement datum adjustments based on comparison of Lidar, as-builts, and survey.
- b. Obtain 2018 HGAC LiDAR from the City for the assigned watershed and review for major discrepancies due to development or other inaccuracies in the base data. Adjustments for minor discrepancies and developmental changes are not anticipated to be required. Discrepancies may be addressed within the LiDAR base file.
  - i. Review GIMS data and as-builts to update the GIMS GIS information with the latest as-builts. Adjust storm sewer invert elevations to match the 2018 HGAC LiDAR datum by comparing plan set elevations to 2018 LiDAR elevations and modifying GIMS shapefile elevations.
- c. Collect historical rainfall and historical flood claims data from the City.
- d. Develop a survey plan based upon drainage information and data gaps. Submit the survey plan to the City and Program Manager for approval.
- e. Conduct survey of up to 300 manholes within the project area as identified in the survey plan. Utilize survey to adjust or supplement GIMS data.
  - i. Conduct up to 8 site visits throughout the watershed to identify and confirm watershed and infrastructure characteristics.
  - ii. Conduct topographic survey of up to 300 manholes within the project area.
- f. Summarize data collection in draft technical memorandum for submittal to the City. The final technical memorandum will be included in the final report.

**Task 2 Deliverables:**

- QA/QC Documentation
- Technical Memorandum summarizing the information collected, adjustments made, and the field collection
  - Field investigation notebooks
  - Field survey basefiles
  - Field survey notebooks
- GIS database of information collected

**Task 3: Model Development**

CONSULTANT will develop an Innowyze Infoworks ICM version 2021.9 model (or later based on project kickoff) for the entire watershed including the storm sewer, roadside ditches, and channels within the watershed. Task includes both the hydrologic and hydraulic model development, validation, simulation, and

intermittent QAQC during the model development progress. Process will follow the white papers outlined by the City Program Manager.

a. Hydrology

- i. Delineate rainfall infiltration zones within InfoWorks ICM using the pervious polygon developed by the City Program Manager. Assign Green & Ampt parameters based on watershed.
- ii. Conduct rain on mesh hydrology for the entire watershed within the City limits using HCFCD Region 3 rainfall.
- iii. For areas outside the City limits, delineate drainage areas using information collected. Develop hydrologic parameters using the HCFCD BDF methodology. Develop hydrologic model within ICM for each drainage area outside of the City limits. HCFCD Region 3 rainfall data will be used.
  - i. Addicks and Barker inflows will be provided by HCFCD or the Program Manager or assume no inflows.

b. Hydraulics

i. 1D Storm Sewer

- i. GIS Setup – Configure the GIMS information for importing into ICM incorporating adjustments made during Data Collection task. Process GIMS data to include all necessary pipes and data flags.
- ii. Nodes – Input nodes needed for developing hydraulic model including elevations, storage volumes, areas, and ponding type. Ensure continuity between node and link references. Inlet capacity will not be represented. The location of nodes may be adjusted to low points to ensure adequate 1D/2D connectivity.
- iii. Links – Input links needed for developing hydraulic modeling including inverts, lengths, manning's values, sizes, and shapes. Storm sewer 36-inch diameter and greater is included in this scope and effort. Additional storm sewer may be included if necessary.

ii. 2D Development

- i. Import terrain from 2018 LiDAR into ICM. Bathymetry will not be incorporated. Corrections or adjustments for new development or changes in topography will not be implemented. Limited adjustments using mesh zones may be considered during validation.
- ii. Develop breaklines for study area based on the detail needed for the study.
  1. Edge of pavement breaklines will be used as provided by the Program Manager and will be simplified to reduce the number of vertices.
  2. Breaklines for roadside ditches and channels will be implemented at the top of bank and toe.
  3. Breaklines for road centerlines may be implemented if determined to be a controlling topographic feature.
- iii. Develop and import structures for 2D surface. Simplify vertices as necessary for clean meshing.
- iv. Assign Manning's roughness values using landuse polygons based on the white paper. Roughness zones will be used to represent structures. Roughness zones will not be used to enforce element edges.
- v. Mesh the 2D zone and review for small triangles and inconsistencies.
- vi. Refine 2D model component for model stability and reasonable run times. It is assumed that mesh zones at inlets will be necessary to resolve cumulative limited volume errors between 1D and 2D elements.



- iii. Roadside Ditch Systems
    - i. Roadside ditches will be modeled within the 2D mesh; using HEC-RAS terrain editing, or another GIS process, driveway culverts shall be “burned” through into the watershed. This process shall be performed to provide 2D connectivity along the length of the ditch.
    - ii. Assign roughness values based on the City guidance for the roadside ditch system.
    - iii. Culverts that cross roadways, and other significant culverts, shall be model as 1D links using information from GIMS or field verification.
    - iv. Model HCFCD studied streams in 2D. Bridges will not be modeled in 2D.
    - v. Model HCFCD unstudied streams in 1D, with 1D/2D connectivity.
    - vi. Any other channels will be modeled in 2D.
    - vii. Pump systems or operations will not be modeled apart from inflow hydrographs provided by others.
  - iv. Boundary Conditions
    - i. Incorporate overflows from bounding watersheds using 2D flow lines.
    - ii. Incorporate tailwater stage hydrographs from bounding watersheds.
    - iii. Incorporate iterated flows and stage hydrographs with adjacent watershed consultants as necessary.
  - v. Simulate model using parameters specified in the white papers for the 2-, 10-, 100-, 500-year storm events.
  - vi. Debug model development and results to minimize errors and ensure stability.
- c. Model Validation
- i. Develop historical rainfall for three (3) storm events for the drainage basins delineated in Task 3A. Events used will be confirmed by the City prior to simulation. Collect stage hydrograph information for the HCFCD bayous to use as tailwater conditions. Collect information from the City regarding flooded structures and streets including GIS files and available photos for model validation.
  - ii. Simulate ICM model for the historical storm events.
  - iii. Compare the model results to the historical flooding information. Adjust model parameters, extents, or characteristics as necessary to achieve a reasonable validation. Modeling assumptions may limit the ability to achieve desired calibration results in some areas. For example, if inlet capacity is the source of ponding issues, the modeling approach does not represent inlet capacity.
- d. Final Simulations
- i. Simulate the final ICM model for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events.
- e. Technical Memorandum
- i. Draft and submit a technical memorandum summarizing the model development, validation storms, and results for approval. The final technical memorandum will be included in the final report.

**Task 3 Deliverables:**

- Hydrologic Parameters
- Draft ICM Model
- Draft GIS model data
- Draft hydrology and hydraulics technical memorandum
- QAQC Review documentation

**Task 4: Project Delivery**

CONSULTANT will summarize all model development and results within a technical report to submit to the City.

- a. Draft Report
  - i. Develop draft report summarizing all aspects of the data collection, model development, validation, and result. Incorporate any supporting information such as exhibits and appendices. Report will follow outline developed by the City. Submit report for the City to review.
- b. Final Report
  - i. Incorporate any comments from the City into the final report.
- c. Model Delivery
  - i. Clean and submit final ICM model to the City. Model delivery will include all aspects of the model needed for future use.
  - ii. Include all backup GIS files for the model development and results.

Task 4 Deliverables:

- Draft and Final Report
- Final ICM Models
- Final GIS database

### Schedule

The anticipated schedule for deliverables is shown below with estimates from the notice to proceed. Schedules may vary based upon watershed sizes and characteristics.

No.	Submittal	Weeks from NTP
1	Draft Data Collection TM and GIS Database	18
2	Hydrology Parameters	22
3	ICM Model Setup	31
4	Validation Model	48
5	Draft Report and Final ICM Model	65
6	Final Report and Deliverables	75

**Exhibit B-II  
Fee Estimate and Level of Effort Template  
Fee Estimate Summary**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan							
	Gauge Engineering, LLC	Freese & Nichols, Inc.	Torres & Associates, LLC	HT&J, LLC	Kuo & Associates, Inc.	Edge Engineering	Sub-Total
Fully Burdened Labor Rate							-
TASK							-
<b>BASIC SERVICES</b>							
Task 1: Project Management							\$284,026
a. Kickoff Meeting	\$ 4,362	\$ 1,096	\$ 1,504	\$ 775	\$ 343	\$ 421	\$ 8,501
b. PM Plan	\$ 53,483	\$ 8,401	\$ -	\$ -	\$ -	\$ -	\$ 61,884
c. Progress Meetings (24)	\$ 19,938	\$ 8,170	\$ 5,392	\$ 8,073	\$ 9,363	\$ 4,404	\$ 55,340
d. Project Workshops	\$ 14,383	\$ 8,170	\$ 5,568	\$ 8,073	\$ -	\$ -	\$ 36,193
e. QAQC	\$ 42,837	\$ 3,060	\$ 2,608	\$ 6,429	\$ 2,653	\$ 64,521	\$ 122,109
Task 2: Data Collection							\$498,357
a. Collect and review GIMS and As-builts	\$ 72,588	\$ 33,475	\$ 21,800	\$ 16,582	\$ 38,361	\$ -	\$ 182,806
b. Obtain and Review LiDAR	\$ 46,004	\$ 18,075	\$ 12,240	\$ 1,573	\$ -	\$ -	\$ 77,891
c. Collect historical rainfall and flood claims	\$ 12,358	\$ 5,796	\$ 9,560	\$ -	\$ -	\$ -	\$ 27,714
d. Survey Plan	\$ 12,721	\$ 3,872	\$ 5,200	\$ 745	\$ -	\$ -	\$ 22,539
e. Surveying and Site Visits	\$ 27,000	\$ 11,590	\$ 5,200	\$ 4,218	\$ 81,860	\$ -	\$ 129,868
f. Draft TM	\$ 32,452	\$ 9,387	\$ 7,036	\$ 3,859	\$ 4,805	\$ -	\$ 57,539
Task 3: Model Development							\$1,247,933
a. Hydrology	\$ 98,602	\$ 24,795	\$ 10,480	\$ 23,438	\$ -	\$ -	\$ 157,315
b. Hydraulics	\$ 500,227	\$ 132,797	\$ 57,000	\$ 47,056	\$ -	\$ -	\$ 737,080
c. Model Validation	\$ 114,802	\$ 27,635	\$ 34,120	\$ 26,265	\$ -	\$ -	\$ 202,823
d. Final Simulations	\$ 35,723	\$ 11,755	\$ 20,580	\$ 6,764	\$ -	\$ -	\$ 74,822
e. Draft TM	\$ 38,164	\$ 18,338	\$ 12,476	\$ 6,915	\$ -	\$ -	\$ 75,893
Task 4: Project Delivery							\$126,066
a. Draft Report	\$ 49,171	\$ 8,951	\$ 8,720	\$ 8,918	\$ -	\$ -	\$ 75,761
b. Final Report	\$ 16,304	\$ 3,079	\$ 5,200	\$ 5,487	\$ -	\$ -	\$ 30,070
c. Model Delivery	\$ 6,802	\$ 3,079	\$ 3,440	\$ 6,915	\$ -	\$ -	\$ 20,235
							<b>TOTAL BASIC SERVICES FEE</b>
							\$2,156,382
TOTAL COST BY FIRM	\$ 1,197,921	\$ 341,522	\$ 228,124	\$ 182,085	\$ 137,385	\$ 69,346	
Percent fee by firm	56%	16%	11%	8%	6%	3%	
							<b>TOTAL BASIC SERVICES FEE</b>
							\$2,415,148
							Profit (% of total fee that is profit)
							12%

**Exhibit B-II  
Fee Estimate and Level of Effort Template  
Gauge Engineering, LLC (Prime Consultant)**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan											
	Principal in Charge	Quality Manager	Senior Project Manager	Senior Professional Engineer	Professional Engineer	Senior Engineer In-Training	Engineer-In-Training	Senior Hydrologist	GIS Analyst	Administrative	Sub-Total
Fully Burdened Labor Rate	\$259.62	\$214.18	\$233.65	\$181.73	\$142.79	\$116.83	\$90.87	\$162.26	\$103.85	\$78.00	-
TASK	LABOR (HOURS)										-
<b>BASIC SERVICES</b>											
Task 1: Project Management											\$135,003
a. Kickoff Meeting	4		8	8							\$ 4,362
b. PM Plan	24	16	120	80						16	\$ 53,483
c. Progress Meetings (24)	24		24		24	40					\$ 19,938
d. Project Workshops	8		24			24		24			\$ 14,383
e. QAQC	8	40	24	40	40			80		8	\$ 42,837
Task 2: Data Collection											\$203,123
a. Collect and review GIMS and As-builts	8		24	40	80	160	160	80			\$ 72,588
b. Obtain and Review LiDAR	8		32		48	120	80		80		\$ 46,004
c. Collect historical rainfall and flood claims	2		8			40	40		16		\$ 12,358
d. Survey Plan	2		12		24	40		8			\$ 12,721
e. Surveying and Site Visits	4		8	16	32	80	80				\$ 27,000
f. Draft TM	4	16	16		40	60	80	16	16		\$ 32,452
Task 3: Model Development											\$787,518
a. Hydrology	4	8	24	48	120	200	240	80	60		\$ 98,602
b. Hydraulics	16	24	80	160	540	1080	1080	720	240		\$ 500,227
c. Model Validation	8	8	24	40	160	200	240	160	40		\$ 114,802
d. Final Simulations	6		12	24	40	40	40	80			\$ 35,723
e. Draft TM	8		24	40	40	40	60	16	40	8	\$ 38,164
Task 4: Project Delivery											\$72,277
a. Draft Report	8	8	24	40	64	80	80	16	40		\$ 49,171
b. Final Report	4	8	12	6	16	24	32		16		\$ 16,304
c. Model Delivery	1		3		12		24	12			\$ 6,802
<b>TOTAL BASIC SERVICES FEE</b>											<b>\$1,197,921</b>

Fee Estimate	
TOTAL BASIC SERVICES FEE	\$1,341,672
Profit (% of total fee that is profit)	12%

**Exhibit B-II  
Fee Estimate and Level of Effort Template  
Freese & Nichols, Inc. (Subconsultant)**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan											
	Principal	Senior Advisor	Quality Assurance	Quality Control	Project Manager	Project Engineer	Engineer in Training	GIS Analyst			Sub-Total
<b>Fully Burdened Labor Rate</b>	\$301.11	\$207.53	\$246.88	\$207.53	\$170.21	\$170.21	\$108.93	\$102.23	\$0.00	\$0.00	-
<b>TASK</b>	<b>LABOR (HOURS)</b>										-
<b>Task 1: Project Management</b>											\$28,897
a. Kickoff Meeting		2			2	2					\$1,096
b. PM Plan		4			8	16	32				\$8,401
c. Progress Meetings (24)					24	24					\$8,170
d. Project Workshops (2)					24	24					\$8,170
e. QAQC	2	2			8	4					\$3,060
<b>Task 2: Data Collection</b>											\$82,196
a. Collect and review GIMS and As-builts		8	3	8	16	40	160	24			\$33,475
b. Obtain and Review LiDAR		4	3	8	4	16	90	16			\$18,075
c. Collect historical rainfall and flood claims		2	1		2	8	24	8			\$5,796
d. Survey Plan		1	1	2	1	4	16	4			\$3,872
e. Surveying and Site Visits		2	1		1	24	50	12			\$11,590
f. Draft TM	2	2	1	2	4	16	32	8			\$9,387
<b>Task 3: Model Development</b>											\$215,320
a. Hydrology		8	8	16	16	28	80	16			\$24,795
b. Hydraulics		40	24	90	90	170	370	150			\$132,797
c. Model Validation		8	4	20	20	36	70	36			\$27,635
d. Final Simulations		4	2	8	8	16	28	16			\$11,755
e. Draft TM	4	4	2	4	8	32	60	16			\$18,338
<b>Task 4: Project Delivery</b>											\$15,109
a. Draft Report	2	2	1	2	4	16	28	8			\$8,951
b. Final Report	1	1		1	1	4	12	2			\$3,079
c. Model Delivery	1	1		1	1	4	12	2			\$3,079
<b>TOTAL COST</b>											<b>\$341,522</b>

Fee Estimate	
TOTAL FEE	\$382,504
Profit (% of total fee that is profit)	12%

**Exhibit B-II  
Fee Estimate and Level of Effort Template  
HT&J, LLC (Subconsultant)**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan											
	Principal	Senior Project Manager	Project Engineer	Project Engineer	Engineer in Training	QA/QC Manager					Sub-Total
<b>Fully Burdened Labor Cost</b>	\$ 200.91	\$ 186.36	\$ 150.00	\$ 150.00	\$ 113.64	\$ 200.91	\$ -	\$ -	\$ -	\$ -	-
<b>TASK</b>	<b>LABOR (HOURS)</b>										-
<b>Task 1: Project Management</b>											\$ 23,349
a. Kickoff Meeting	2	2									\$ 775
b. PM Plan											\$ -
c. Progress Meetings (24)		24	24								\$ 8,073
d. Project Workshops (2)		24	24								\$ 8,073
e. QAQC						32					\$ 6,429
<b>Task 2: Data Collection</b>											\$ 26,977
a. Collect and review GIMS and As-builts		8	40		80						\$ 16,582
b. Obtain and Review LiDAR		2	8								\$ 1,573
c. Collect historical rainfall and flood claims											\$ -
d. Survey Plan		4									\$ 745
e. Surveying and Site Visits			16		16						\$ 4,218
f. Draft TM	1	4	8		8	4					\$ 3,859
<b>Task 3: Model Development</b>											\$ 110,438
a. Hydrology	2	4	88		80						\$ 23,438
b. Hydraulics	2	24	160		160						\$ 47,056
c. Model Validation	2	10	80	80							\$ 26,265
d. Final Simulations		8	20		20						\$ 6,764
e. Draft TM		8	16		16	6					\$ 6,915
<b>Task 4: Project Delivery</b>											\$ 21,320
a. Draft Report	4	8	24		16	6					\$ 8,918
b. Final Report	2	6	12		12	4					\$ 5,487
c. Model Delivery		8	16		16	6					\$ 6,915
<b>TOTAL COST</b>											<b>\$ 182,085</b>

Fee Estimate	
TOTAL FEE	\$ 203,935
Profit (% of total fee that is profit)	12%

**Exhibit B-II  
Fee Estimate and Level of Effort Template  
Torres & Associates, LLC (Subconsultant)**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan											
	Principal	Senior Project Manager	Project Engineer	Engineer in Training	Admin						Sub-Total
<b>Fully Burdened Labor Cost</b>	\$ 232.00	\$ 220.00	\$ 115.00	\$ 105.00	\$ 78.00	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>TASK</b>	<b>LABOR (HOURS)</b>										<b>-</b>
<b>Task 1: Project Management</b>											<b>\$15,072</b>
a. Kickoff Meeting	4			4	2						\$ 1,504
b. PM Plan											\$ -
c. Progress Meetings (24)	16			16							\$ 5,392
d. Project Workshops (2)	24										\$ 5,568
e. QAQC	4			16							\$ 2,608
<b>Task 2: Data Collection</b>											<b>\$61,036</b>
a. Collect and review GIMS and As-builts		40	40	80							\$ 21,800
b. Obtain and Review LiDAR		24	24	40							\$ 12,240
c. Collect historical rainfall and flood claims		16	16	40							\$ 9,560
d. Survey Plan		8	8	24							\$ 5,200
e. Surveying and Site Visits		8	8	24							\$ 5,200
f. Draft TM		8	8	40	2						\$ 7,036
<b>Task 3: Model Development</b>											<b>\$134,656</b>
a. Hydrology		16	24	40							\$ 10,480
b. Hydraulics		40	200	240							\$ 57,000
c. Model Validation		16	120	160							\$ 34,120
d. Final Simulations		24	60	80							\$ 20,580
e. Draft TM		16	40	40	2						\$ 12,476
<b>Task 4: Project Delivery</b>											<b>\$17,360</b>
a. Draft Report		8	24	40							\$ 8,720
b. Final Report		8	8	24							\$ 5,200
c. Model Delivery		8		16							\$ 3,440
<b>TOTAL COST</b>											<b>\$ 228,124</b>

Fee Estimate	
TOTAL FEE	\$ 255,499
Profit (% of total fee that is profit)	12%

**Exhibit B-II  
Fee Estimate and Level of Effort Template  
Kuo & Associates, LLC (Subconsultant)**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan											
	Principal	Project Manager	Senior Professional Engineer	Professional Engineer	Engineer in Training	Senior Design Technician	CADD Technician	Admin	Survey Costs		Sub-Total
<b>Fully Burdened Labor Cost</b>	\$ 198.00	\$ 171.60	\$ 171.60	\$ 132.00	\$ 110.00	\$ 95.04	\$ 79.20	\$ 66.00	\$ -	\$ -	\$ -
<b>TASK</b>	<b>LABOR (HOURS)</b>										<b>-</b>
<b>Task 1: Project Management</b>											\$ 12,360
a. Kickoff Meeting		2									\$ 343
b. PM Plan											\$ -
c. Progress Meetings (24)		32		16	16						\$ 9,363
d. Project Workshops (2)											\$ -
e. QAQC	3		12								\$ 2,653
<b>Task 2: Data Collection</b>											\$ 125,025
a. Collect and review GIMS and As-builts		24		80	160	64					\$ 38,361
b. Obtain and Review LiDAR											\$ -
c. Collect historical rainfall and flood claims											\$ -
d. Survey Plan											\$ -
e. Surveying and Site Visits				16	16				\$ 77,988		\$ 81,860
f. Draft TM		8		16	12						\$ 4,805
<b>Task 3: Model Development</b>											\$ -
a. Hydrology											\$ -
b. Hydraulics											\$ -
c. Model Validation											\$ -
d. Final Simulations											\$ -
e. Draft TM											\$ -
<b>Task 4: Project Delivery</b>											\$ -
a. Draft Report											\$ -
b. Final Report											\$ -
c. Model Delivery											\$ -
										<b>TOTAL COST</b>	<b>\$ 137,385</b>

Fee Estimate	
TOTAL FEE	\$ 153,871
Profit (% of total fee that is profit)	12%



**Exhibit B-II  
Fee Estimate and Level of Effort Template  
Edge Engineering, PLLC (Subconsultant)**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan											
	Senior Project Manager	QA/QC Manager	Project Engineer	Engineer in Training	GIS Operator	Admin					Sub-Total
<b>Fully Burdened Labor Cost</b>	\$ 210.73	\$ 169.64	\$ 156.25	\$ 102.68	\$ 89.29	\$ 62.50	\$ -	\$ -	\$ -	\$ -	-
<b>TASK</b>	<b>LABOR (HOURS)</b>										-
<b>Task 1: Project Management</b>											\$ 69,346
a. Kickoff Meeting	2										\$ 421
b. PM Plan											\$ -
c. Progress Meetings (24)	12		12								\$ 4,404
d. Project Workshops (2)											\$ -
e. QAQC	24	240	120								\$ 64,521
<b>Task 2: Data Collection</b>											
a. Collect and review GIMS and As-builts											\$ -
b. Obtain and Review LiDAR											\$ -
c. Collect historical rainfall and flood claims											\$ -
d. Survey Plan											\$ -
e. Surveying and Site Visits											\$ -
f. Draft TM											\$ -
<b>Task 3: Model Development</b>											
a. Hydrology											\$ -
b. Hydraulics											\$ -
c. Model Validation											\$ -
d. Final Simulations											\$ -
e. Draft TM											\$ -
<b>Task 4: Project Delivery</b>											
a. Draft Report											\$ -
b. Final Report											\$ -
c. Model Delivery											\$ -
<b>TOTAL COST</b>											<b>\$ 69,346</b>

Fee Estimate	
TOTAL FEE	\$ 77,668
Profit (% of total fee that is profit)	12%



Innovative approaches  
Practical results  
Outstanding service

10497 Town and Country Way, Suite 500 □ Houston, Texas 77024 □ 713-600-6800 □ fax 817-735-7491 [www.freese.com](http://www.freese.com)

May 13, 2022

Gauge Engineering, LLC  
11750 Katy Freeway, Ste 400  
Houston, TX 77079

Re: City of Houston Stormwater Master Plan Watershed Grouping 3

Dear Mr. Barr,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional services to Gauge Engineering, LLC (CLIENT) for the City of Houston Stormwater Master Plan Watershed Grouping 3.

**PROJECT UNDERSTANDING**

It is our understanding of the scope of work under this proposal that hydrologic and hydraulic models will be prepared to improve understanding of the capacity of the City of Houston storm sewers, overland flow routes, and interaction with the Harris County Flood Control District channels and bayous.

**SCOPE OF SERVICES**

FNI will render professional services in connection with the development of the City of Houston Stormwater Master Plan Watershed Grouping 3, as described in Attachment 1.

**PROJECT SCHEDULE**

FNI will commence work upon receipt and execution of contract or task order and agrees to complete the services per the schedule described in Attachment 1.

**COMPENSATION**

FNI proposes to provide services as described herein for the not to exceed fee of three-hundred and eighty-two thousand and five hundred dollars and zero cents (\$382,500.00). Attachment 3 describes the level of effort by role and task.

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings.

Sincerely,  
**FREESE AND NICHOLS, INC.**

A handwritten signature in black ink, appearing to read 'C. Stull'.

Cory J. Stull, P.E., CFM  
Principal/Vice President

## **“ATTACHMENT 1”**

City of Houston Stormwater Master Plan  
Professional Engineering Services  
Scope of Work – Watershed Grouping 3: Buffalo Bayou, Addicks & Barker Reservoirs

The goal of the Stormwater Master Plan effort is to model the main drainage infrastructure throughout the City of Houston to better understand the capacity of the storm sewers, overland flow routes, and interaction with the Harris County Flood Control District channels and bayous. These models will allow Houston Public Works Stormwater Planning to better analyze areas with flood risk and identify projects for capital improvement planning. This scope of work outlines the tasks needed to prepare a hydrologic and hydraulic model using Innowyze InfoWorks ICM.

The City Program Manager is concurrently developing white papers to guide and standardize the development of the ICM models between multiple consultants for separate watersheds or watershed groups. These white papers should be used as guidance for model development but can be modified or supplemented as required based on specific drainage characteristics within the watershed. These white papers will be provided as they are finalized ahead of the tasks for which they are intended.

Based on the available GIMS storm sewer information, the stormwater infrastructure within Watershed Grouping 3: Buffalo Bayou, Addicks & Barker Reservoirs, that is located inside the limits of the City of Houston, includes the following:

### Group 3 Study Area Statistics

- Approximately 106 square miles, 124 square miles within the City of Houston
- Approximately 410 miles of storm sewer (36-inch diameter and greater)
- Approximately 12,000 manholes/junctions
- Approximately 245 miles of studied channels
- Approximately 125 miles of unstudied channels
- Approximately 320 miles of roadside ditches

Gauge Engineering, LLC (PRIME) is serving as the prime consultant, with Freese and Nichols, Inc. (FNI) sub-contracted for Model Area 6, as depicted in Attachment 2 – FNI Study Area Exhibit. Statistics for the FNI study area are provided below.

### FNI Study Area Statistics

- Approximately 19 square miles within the City of Houston and 14.5 square miles of offsite drainage area (Clodine Ditch)
- Approximately 93 miles of storm sewer (36-inch diameter and greater)
- Approximately 2,900 manholes/junctions
- Approximately 14 miles of studied channels
- Approximately 7 miles of unstudied channels
- Approximately 19 miles of roadside ditches

**Task 1: Project Management**

CONSULTANT will provide project management for the duration of the project, including meetings with the City, and provide documentation of QA/QC prior to submission. Specific tasks include:

- a. Kickoff meeting with City and Program Manager to discuss project goals, schedule, and deliverables. Project Managers for prime and subconsultants will attend. Three (3) FNI staff members will attend the kickoff meeting.
- b. Develop a project management plan (PMP) that outlines the project team, roles, watershed characteristics, risks, mitigation strategies, schedule, and QA/QC plan. Implementation of PMP including invoicing, scheduling, and team management. Coordination with other consultants managing adjacent watersheds regarding flow interaction between watershed boundaries. FNI will not develop the PMP, but will have a limited role implementing the PMP, specifically related to coordination of flow interactions between watershed boundaries.
- c. Prepare for and conduct monthly progress meetings to present project status and results. Meetings will be virtual and attended by the prime project manager and necessary consultant team staff. Two (2) FNI staff members will attend up to twelve (12) progress meetings.
- d. Attend up to 3 workshops hosted by the City Program Manager. It is anticipated the workshops will be conducted in person. Workshop attendees will include the prime project manager and technical staff needed to review and discuss modeling methodology. Workshops are estimated to be 8 hours. Two (2) FNI staff members will attend each workshop.
- e. QA/QC of all model and document deliverables. FNI QA/QC plan and tracking. Task specific QA/QC activities included in Tasks 2, 3, and 4.

**Task 1 Deliverables:**

- Meeting agendas submitted two (2) business days prior to formal meetings
- Meeting minutes submitted within three (3) business days of each progress meeting
- Draft and final project management plan
- QA/QC documentation in accordance with City QA/QC guidelines.
- All Task 1 deliverables will be developed by the PRIME. FNI QA/QC documentation will be developed as part of other tasks.

**Task 2: Data Collection**

CONSULTANT will obtain, review, and confirm data for the model development. Specific tasks include:

- a. Collect infrastructure data using City GIMS and as-built plans for the storm sewer within the watershed. Collect any previous models developed by the City for incorporation. Additional data collection work shall include:
  - i. Collect pertinent data for model development from the City as outlined in the white paper including impervious cover, COH off-road channels, city limits, plans and as-builts, etc.
  - ii. Collect pertinent data from HCFCD as outlined in the white paper, such as, stream centerlines,
  - iii. Collect pertinent data from additional sources including parcels, land use, roadways, structures, etc.
  - iv. Adjust infrastructure data to ensure adequate flow direction and connectivity. Fill data gaps using as-builts, survey, or field visit information. Implement data flagging scheme provided by Program Manager.
  - v. Implement datum adjustments based on comparison of Lidar, as-builts, and survey.
- b. Obtain 2018 HGAC LiDAR from the City for the assigned watershed and review for major discrepancies due to development or other inaccuracies in the base data. Adjustments for minor discrepancies and developmental changes are not anticipated to be required. Discrepancies may be addressed within the LiDAR base file.
  - i. Review GIMS data and as-builts to update the GIMS GIS information with the latest as-builts. Adjust storm sewer invert elevations to match the 2018 HGAC LiDAR datum by comparing plan set elevations to 2018 LiDAR elevations and modifying GIMS shapefile elevations.
- c. Collect historical rainfall and historical flood claims data from the City.
- d. Develop a survey plan based upon drainage information and data gaps. Submit the survey plan to the City and Program Manager for approval.
- e. Conduct survey of up to 200 manholes within the project area as identified in the survey plan. Utilize survey to adjust or supplement GIMS data.
  - i. Conduct up to 8 site visits throughout the watershed to identify and confirm watershed and infrastructure characteristics. FNI will perform up to two (2) site visits.
  - ii. Conduct topographic survey of up to 200 manholes within the project area. Survey collection will be sub-contracted by the PRIME. FNI will provide QA/QC of survey deliverables collected within the FNI study area.
- f. Summarize data collection in draft technical memorandum for submittal to the City. The final technical memorandum will be included in the final report.

**Task 2 Deliverables:**

- QA/QC Documentation
- Technical Memorandum summarizing the information collected, adjustments made, and the field collection
  - Field investigation notebooks
  - Field survey basefiles
  - Field survey notebooks
- GIS database of information collected

**Task 3: Model Development**

CONSULTANT will develop an Innoworks Infoworks ICM version 2021.9 model (or later based on project kickoff) for the entire watershed including the storm sewer, roadside ditches, and channels within the watershed. Task includes both the hydrologic and hydraulic model development, validation, simulation, and intermittent QAQC during the model development progress. Process will follow the white papers outlined by the City Program Manager.

**a. Hydrology**

- i. Delineate rainfall infiltration zones within InfoWorks ICM using the pervious polygon developed by the City Program Manager. Assign Green & Ampt parameters based on watershed.
- ii. Conduct rain on mesh hydrology for the entire watershed within the City limits using HCFCD Region 3 rainfall.
- iii. For areas outside the City limits, delineate drainage areas using information collected. Develop hydrologic parameters using the HCFCD BDF methodology. Develop hydrologic model within ICM for each drainage area outside of the City limits. HCFCD Region 3 rainfall data will be used.
  1. Addicks and Barker inflows will be provided by HCFCD or the Program Manager or assume no inflows.
  2. Inflows for the Clodine Ditch offsite area will be provided by HCFCD or the Program Manager or assume inflows from the BDF method.

**b. Hydraulics****i. 1D Storm Sewer**

- i. GIS Setup – Configure the GIMS information for importing into ICM incorporating adjustments made during Data Collection task.
- ii. Nodes – Input nodes needed for developing hydraulic model including elevations, storage volumes, areas, and ponding type. Ensure continuity between node and link references. Inlet capacity will not be represented. The location of nodes may be adjusted to low points to ensure adequate 1D/2D connectivity.
- iii. Links – Input links needed for developing hydraulic modeling including inverts, lengths, manning's values, sizes, and shapes. Storm sewer 36-inch diameter and greater is included in this scope and effort. Additional storm sewer may be included if necessary.

**ii. 2D Development**

- i. Import terrain from 2018 LiDAR into ICM. Bathymetry will not be incorporated. Corrections or adjustments for new development or changes in topography will not be implemented. Limited adjustments using mesh zones may be considered during validation.
- ii. Develop breaklines for study area based on the detail needed for the study.
  1. Edge of pavement breaklines will be used as provided by the Program Manager and will be simplified to reduce the number of vertices.
  2. Breaklines for roadside ditches and channels will be implemented at the top of bank and toe.
  3. Breaklines for road centerlines may be implemented if determined to be a controlling topographic feature.
- iii. Develop and import structures for 2D surface. Simplify vertices as necessary for clean meshing.
- iv. Assign Manning's roughness values using landuse polygons based on the white paper. Roughness zones will be used to represent structures. Roughness zones will not be used to enforce element edges.

- v. Mesh the 2D zone and review for small triangles and inconsistencies.
    - vi. Refine 2D model component for model stability and reasonable run times. It is assumed that mesh zones at inlets will be necessary to resolve cumulative limited volume errors between 1D and 2D elements.
  - iii. Roadside Ditch Systems
    - i. Roadside ditches will be modeled within the 2D mesh; using HEC-RAS terrain editing, or another GIS process, driveway culverts shall be “burned” through into the watershed. This process shall be performed to provide 2D connectivity along the length of the ditch.
    - ii. Assign roughness values based on the City guidance for the roadside ditch system.
    - iii. Culverts that cross roadways, and other significant culverts, shall be modeled as 1D links using information from GIMS or field verification.
  - iv. Channels
    - i. Model HCFCD studied streams in 2D. Bridges will not be modeled in 2D.
    - ii. Model HCFCD unstudied streams in 1D, with 1D/2D connectivity.
    - iii. Any other channels will be modeled in 2D.
  - v. Pumps
    - i. Pump systems or operations will not be modeled apart from inflow hydrographs provided by others.
  - vi. Boundary Conditions
    - i. Incorporate overflows from bounding watersheds using 2D flow lines.
    - ii. Incorporate tailwater stage hydrographs from bounding watersheds.
    - iii. Incorporate iterated flows and stage hydrographs with adjacent watershed consultants as necessary.
  - vii. Simulate model using parameters specified in the white papers for the 2-, 10-, 100-, 500-year storm events.
  - viii. Debug model development and results to minimize errors and ensure stability.
- c. Model Validation
  - i. Develop historical rainfall for three (3) storm events for the drainage basins delineated in Task 3A. Events used will be confirmed by the City prior to simulation. Collect stage hydrograph information for the HCFCD bayous to use as tailwater conditions. Collect information from the City regarding flooded structures and streets including GIS files and available photos for model validation.
  - ii. Simulate ICM model for the historical storm events.
  - iii. Compare the model results to the historical flooding information. Adjust model parameters, extents, or characteristics as necessary to achieve a reasonable validation. Modeling assumptions may limit the ability to achieve desired calibration results in some areas. For example, if inlet capacity is the source of ponding issues, the modeling approach does not represent inlet capacity.
- d. Final Simulations
  - i. Simulate the final ICM model for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events.
- e. Technical Memorandum
  - i. Draft and submit a technical memorandum summarizing the model development, validation storms, and results for approval. The final technical memorandum will be included in the final report.

**Task 3 Deliverables:**

- Hydrologic Parameters
- Draft ICM Model
- Draft GIS model data
- Draft hydrology and hydraulics technical memorandum
- QAQC Review documentation

**Task 4: Project Delivery**

CONSULTANT will summarize all model development and results within a technical report to submit to the City. The draft report, final report, model, and GIS deliverables will be compiled by the PRIME using information provided by FNI in the Task 2 and Task 3 deliverables.

- a. Draft Report
  - i. Develop draft report summarizing all aspects of the data collection, model development, validation, and result. Incorporate any supporting information such as exhibits and appendices. Report will follow outline developed by the City. Submit report for the City to review.
- b. Final Report
  - i. Incorporate any comments from the City into the final report.
- c. Model Delivery
  - i. Clean and submit final ICM model to the City. Model delivery will include all aspects of the model needed for future use.
  - ii. Include all backup GIS files for the model development and results.

**Task 4 Deliverables:**

- Draft and Final Report
- Final ICM Models
- Final GIS database

**Schedule**

The anticipated schedule for deliverables is shown below with estimates from the notice to proceed. Schedules may vary based upon watershed sizes and characteristics.

No.	Submittal	Weeks from NTP
1	Draft Data Collection TM and GIS Database	30
2	Hydrology Parameters	35
3	ICM Model Setup	40
4	Validation Model	57
5	Draft Report and Final ICM Model	74
6	Final Report and Deliverables	83





**Attachment 3  
Fee Estimate and Level of Effort Template**

**Freese and Nichols, Inc. Fee Estimate and Level of Effort Template**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan											
	Principal	Senior Advisor	Quality Assurance	Quality Control	Project Manager	Project Engineer	Engineer in Training	GIS Analyst			Sub-Total
Fully Burdened Labor Rate	\$301.11	\$207.53	\$246.88	\$207.53	\$170.21	\$170.21	\$108.93	\$102.23	\$0.00	\$0.00	-
TASK	LABOR (HOURS)										-
<b>Task 1: Project Management</b>											<b>\$28,897</b>
a. Kickoff Meeting	0	2	0	0	2	2	0	0			\$1,096
b. PM Plan	0	4	0	0	8	16	32	0			\$8,401
c. Progress Meetings (12)	0	0	0	0	24	24	0	0			\$8,170
d. Project Workshops (2)	0	0	0	0	24	24	0	0			\$8,170
e. QAQC	2	2	0	0	8	4	0	0			\$3,060
<b>Task 2: Data Collection</b>											<b>\$82,196</b>
a. Collect and review GIMS and As-builts	0	8	3	8	16	40	160	24			\$33,475
b. Obtain and Review LiDAR	0	4	3	8	4	16	90	16			\$18,075
c. Collect historical rainfall and flood claims	0	2	1	0	2	8	24	8			\$5,796
d. Survey Plan	0	1	1	2	1	4	16	4			\$3,872
e. Surveying and Site Visits	0	2	1	0	1	24	50	12			\$11,590
f. Draft TM	2	2	1	2	4	16	32	8			\$9,387
<b>Task 3: Model Development</b>											<b>\$215,320</b>
a. Hydrology	0	8	8	16	16	28	80	16			\$24,795
b. Hydraulics	0	40	24	90	90	170	370	150			\$132,797
c. Model Validation	0	8	4	20	20	36	70	36			\$27,635
d. Final Simulations	0	4	2	8	8	16	28	16			\$11,755
e. Draft TM	4	4	2	4	8	32	60	16			\$18,338
<b>Task 4: Project Delivery</b>											<b>\$15,109</b>
a. Draft Report	2	2	1	2	4	16	28	8			\$8,951
b. Final Report	1	1	0	1	1	4	12	2			\$3,079
c. Model Delivery	1	1	0	1	1	4	12	2			\$3,079
<b>TOTAL COST</b>											<b>\$341,522</b>

Fee Estimate	
TOTAL FEE	\$382,500
Profit (% of total fee that is profit)	12%

---

# TORRES

## & ASSOCIATES, LLC

ENGINEERS | SCIENTISTS | PROFESSIONALS

---

May 13<sup>th</sup>, 2022

Gauge Engineering, LLC  
11750 Katy Freeway, Suite 400  
Houston, TX 77079

Attention: Mr. Derek St. John & Mr. Terry Barr

**Reference: City of Houston Stormwater Master Plan – Lower Buffalo Bayou**

Dear Mr. Barr, PE, CFM

Torres & Associates, LLC (“Torres”) is pleased to submit this proposal to Gauge Engineering, LLC (“Gauge”) in support of the City of Houston’s (“City”) Stormwater Master Plan for the Buffalo Bayou Watershed (HCFCD Unit No: W100-00-00). More specifically, Gauge has assigned Torres the lower portion of Buffalo Bayou downstream of U.S. Highway 59 for performing data collection and related drainage analyses. This study area comprises approximately 11.2 square miles in area with 53 miles of storm sewer pipes greater than 36-inches and approximately 1,400 of combined nodes and manholes. The selected software modeling package of choice is InfoWorks Integrated Catchment Modeling (ICM). Collective modeling efforts are to provide a greater understanding of the storm sewer capacity, overland flow routes, and interactions with the Harris County Flood Control District’s (“HCFCD”) expansive network of bayous and ditch systems. The effort described in Appendix A constitutes the proposed scope of Basic Services, including Project Management, Data Collection, GIMS Data Post-Processing, Hydrology, Hydraulics, and Reporting

Torres proposes to complete these Basic Services for a total amount of \$255,499 (or \$228,124 without profit) on a time and materials basis. The project completion is anticipated within 19-months from Notice-to-Proceed. We are prepared to begin this task immediately and look forward to supporting Gauge on this vital project. Please feel free to contact me at 361-542-1027 or by email at [jmtorres@torresassociatesllc.com](mailto:jmtorres@torresassociatesllc.com) if you have any additional questions.

Sincerely,



Jacob Torres, PhD, PE, CFM  
Managing Partner, Principal  
Torres & Associates, LLC

**ATTACHMENTS:**

Attachment A – Scope of Basic Services

Attachment B – Fee Estimate and Level of Effort

## ATTACHMENT A

**GENERAL SCOPE OF BASIC SERVICES  
CITY OF HOUSTON STORMWATER MASTER PLAN**

**GENERAL**

Gauge Engineering, LLC (“Gauge”) has engaged Torres & Associates, LLC (“Torres”) for assisting with the City of Houston (“the City”) Stormwater Master Plan and includes performing data collection, hydrologic analysis, and hydraulic analysis for a sub-watershed near the downstream end of Buffalo Bayou. The analysis area comprises approximately 11.2 square miles in area, 53 miles of storm sewer pipes greater than 36-inches, and approximately 1,400 nodes/manholes. The following is a task break down for executing the Stormwater Master Plan for the engineer’s related tasks.

- **Task 1 – Project Management.** *Torres can provide project management for the duration of the project, including attending meetings with the City of Houston and general meeting support. Frequent and appropriate communications will be maintained between Torres, Gauge, and the Client.*
- **Task 2 – Data Collection.** *Torres can obtain, review, and confirm data for the model development. This includes existing infrastructure data, terrain data, rainfall data, and survey. All data collected will be aggregated into a GIS database for the area of study.*
- **Task 3 – Hydrologic and Hydraulic Model Development.** *Torres can develop an Innowyze InfoWorks ICM version 2021.9 model (or later depending on project kickoff) for the defined sub-watershed of Buffalo Bayou including the storm sewer, roadside ditches, and channels within the watershed. The task includes both the hydrologic and hydraulic model development, validation, simulation, and intermittent QA/QC during the model development progress. The overall model development process will follow the white papers outlined by the City Program Manager.*
- **Task 4 – Project Delivery.** *Torres can provide support to the team lead to summarize all model development and results within a technical report specific to Torres’s study area to be incorporated in an overall report to be submitted to the City for review and approval.*

**REFERENCES AND STANDARDS**

- City of Houston Stormwater Master Plan White Papers
  - Data Collection
  - Naming Conventions
  - Hydrology
  - Hydraulics
- City of Houston Technical Modeling Guidelines – 2D Dynamic Stormwater Analysis
- Harris County Flood Control District
  - Hydrology and Hydraulics Guidance Manual (2019)
  - Atlas 14 Updates to Policy, Criteria, & Procedure Manual (2019)
  - Policy, Criteria, & Procedure Manual (2018)
  - Two-Dimensional Modeling Guidelines (2018)
- Wherever there are differences in requirements between the reference materials and standards and this scope, the Engineer shall perform services in accordance with the stricter requirements.

- Rainfall Events – Atlas 14 update storm events for 2-year, 5-year, 10-year, 25-year, 50-year, 100-year, 500-year rainfall events.
- Units of Measure – This project shall be prepared using English units.
- Deliverables in Electronic Format: In addition to the hard copy Project deliverables required below, the Engineer shall submit electronic copies of intermediate and final reports, documents, plans and other work products on USB flash drives or other suitable media.
  - Submit text files in Microsoft Word 97 or later version.
  - Submit design drawing files and exhibits in AutoCAD Civil 3D 2011 or later version format.
  - Submit a duplicate of text and drawing files in PDF format using Acrobat 5.0 or later version.
  - Submit photographs in a digital format converted to a JPEG image and stored on the storage media. Images shall have a resolution no lower than 1024 X 768.
  - Submit supporting data including geographic information system (GIS) layers, survey data, calculation spreadsheets and any related supporting data.
  - Submit GIS files compatible with ArcGIS version 10.3.1 or later.
  - Submit ICM models compatible with determined ICM version for the project.

## **ASSUMPTIONS**

- *Trunkline Analysis (36" or greater).* Only storm sewer lines greater than 36 inches in diameter will be included in the hydraulic model. Areas may be identified that require additional storm sewer data and will be included as needed.
- *Node Relocation.* Since small pipes will not be included in the hydraulic model, nodes will be relocated where appropriate to be hydraulically efficient with the headlosses calculated and conduit lengths set to the appropriate length. This allows to keep a trunkline analysis while providing hydraulic efficiency with the node placement to allow 2D rain-on-grid flow to enter the 1D storm sewer at proper locations.
- *Inlet Modeling.* Inlets will not be modeled. Instead, hydraulic connectivity between the 2D mesh and 1D pipe network will be done using 2D connections that do not incorporate inlet hydraulics.
- *Driveway Culverts.* Driveway culverts will not be modeled but will be “burned” out to provide hydraulic connectivity within roadside ditch systems.
- *Model Cell Size.* Terrain sensitive meshing will be used for the development of the mesh with a maximum element area of 1,000 square feet and a minimum element area of 100 square feet.
- *Model Validation.* Model validation will be performed for up to three historical storm events specified by the City. Validation of the model will be based on historical flood claims when compared to the computed flooded structures.

**TASKS**

1. ***Project Management*** – Torres can provide project management for the duration of the project, including attending meetings with the City and general meeting support. Specific tasks include:
  - a. Kickoff Meeting. Torres can attend a kickoff meeting with the City and Program Manager to discuss project goals, schedule, and deliverables. Torres anticipates 4 hours for the kickoff meeting.
  - b. Project Management Plan. Torres anticipates no effort needed for this task.
  - c. Progress Meetings. Torres can prepare for and attend monthly progress meetings to present project status and results. Meetings are assumed to be virtual and attended by the prime project manager and necessary consultant team staff. Torres anticipates attending 16 of the projected 24 total meetings for the duration of the project.
  - d. Project Workshops. Torres can attend up to 3 workshops hosted by the City Program Manager. It is anticipated the workshops will be conducted in person. Workshop attendees will include the prime project manager and technical staff needed to review and discuss modeling methodology. Torres anticipates each workshop to be 8 hours.
  - e. QA/QC. Torres can perform internal quality control measures for each task and deliverable.

**Task 1 Deliverables:**

- Torres anticipates no deliverables necessary for the project management tasks.

2. ***Data Collection*** – Torres can obtain, review, and confirm data for the model development. Specific tasks include:
  - a. **Collect and Review Existing Infrastructure Data** – Torres can collect existing infrastructure data using City GIMS and as-built plans for the storm sewer within the watershed. Torres can also collect any previous models developed by the City for incorporation. Additional data collection work can include:
    - i. Torres can collect pertinent data for model development from the City as outlined in the white paper including impervious cover, COH off-road channels, city limits, plans and as-builts, etc.
    - ii. Torres can collect pertinent data from HCFCD as outlined in the white paper, such as, stream centerlines.
    - iii. Torres can collect pertinent data from additional sources including parcels, land use, roadways, structures, etc.
    - iv. Torres can review GIMS data and as-builts to update the GIMS GIS information with the latest as-builts. Adjust storm sewer invert elevations to match the 2018 HGAC LiDAR datum by comparing plan set elevations to 2018 LiDAR elevations and modifying GIMS shapefile elevations.
  - b. **Collect and Review Terrain Data** – Torres can obtain 2018 HGAC LiDAR from the City for the assigned watershed and review for major discrepancies due to recent development or other inaccuracies in the base data. Adjustments for minor discrepancies and

developmental changes are not anticipated to be required. Discrepancies may be addressed within the LiDAR base file.

- c. Collect Historical Rainfall and Flood Claim Data – Torres can collect historical rainfall and historical flood claims data from the City or other available sources. Historical rainfall records and stage hydrographs may be obtained from the Harris County Flood Warning System gauge network.
- d. Develop Survey Plan – Torres can develop a survey plan based upon drainage information and data gaps in coordination with the consulting team. Torres can submit the survey plan to the team lead to compile and submit to the City and Program Manager for approval.
- e. Surveying and Site Visits – Torres can conduct up to 2 site visits throughout the study area to identify and confirm watershed and infrastructure characteristics. Torres does not anticipate conducting any survey of manholes within the project area. Torres can utilize survey conducted by others to adjust or supplement GIMS data.
- f. Draft Data Collection Technical Memorandum – Torres can summarize data collection in a draft technical memorandum for the study area to be submitted to the team lead. The final technical memorandum will be included in the final report.

**Task 2 Deliverables:**

- QA/QC Documentation
  - Technical Memorandum summarizing the information collected, adjustments made, and the site visits
  - GIS database of information collected for Torres study area
3. ***Hydrologic and Hydraulic Model Development*** - Torres can develop an Innovyze Infoworks ICM version 2021.9 model (or later depending on project kickoff) for the defined sub-watershed of Buffalo Bayou including the storm sewer, roadside ditches, and channels within the watershed. The task includes both the hydrologic and hydraulic model development, validation, simulation, and intermittent QA/QC during the model development progress. The overall model development process will follow the white papers outlined by the City Program Manager.
- g. Hydrologic Analysis – Torres can conduct a hydrologic analysis of the study area. This will include the following items:
    - i. Torres can delineate rainfall infiltration zones within InfoWorks ICM using the pervious polygon developed by the City Program Manager. Torres can assign specified Green & Ampt parameters provided in the white papers outlined by the City Program Manager.
    - ii. Torres can conduct rain on mesh hydrology for Torres’s sub-watershed within the City limits using HCFCD Region 3 rainfall.
    - iii. Torres does not anticipate any hydrologic evaluation of areas outside of the City boundary since Torres’s sub-watershed is completely within city limits.

- h. Hydraulic Analysis - Torres can conduct a hydraulic analysis of the study area. This will include the following items:
- i. 1D Storm Sewer
    1. GIS Setup – Torres can configure the GIMS information for importing into ICM and incorporating adjustments made during Data Collection task. Torres can process the GIMS data to include all necessary pipes and data flags.
    2. Nodes – Torres can input nodes needed for developing hydraulic model including elevations, storage volumes, areas, and ponding type. Torres can ensure continuity between node and link references.
    3. Links – Torres can input links needed for developing hydraulic modeling including inverts, lengths, manning’s n-values, sizes, and shapes. Storm sewer included in the model is limited to 36-inch diameter and greater for this effort. Areas may be identified that require additional storm sewer data and will be included as needed.
  - ii. 2D Development
    1. Torres can import the refined terrain from Task 2b into ICM.
    2. Torres can develop breaklines for the study area based on detail needed for the study and according to the white papers. Breaklines can include edge of pavement, roadside ditch toes and banks, channel toes and banks, and other areas where breaklines are warranted to provide sufficient detail.
    3. Torres can develop and import structures for the 2D surface. Torres can simplify vertices as necessary for a clean mesh.
    4. Torres can assign Manning’s roughness values using landuse polygons based on the provided white paper.
    5. Torres can mesh the 2D zone and review for unnecessarily small cells and inconsistencies. Mesh size will follow the values specified in the provided white paper.
    6. Torres can refine 2D model components for model stability and reasonable run times.
  - iii. Roadside Ditch Systems
    1. Torres can model roadside ditches within the 2D mesh. Torres can use HEC-RAS terrain editing, or another GIS process to “burn” through driveway culverts in the LIDAR. This process shall be performed to provide 2D connectivity along the length of the ditch.
    2. Torres can assign roughness values based on the City guidance for the roadside ditch system.
    3. Torres can model culverts that cross roadways, and other significant culverts, as 1D links using information from GIMS or field verification.



- iv. Boundary Conditions
    1. Torres can incorporate overflows from bounding watersheds using 2D flow lines.
    2. Torres can incorporate iterated flows with adjacent watershed consultants as necessary.
    3. Torres can incorporate unstudied HCFC channels within the model using 1D components. Studied HCFC channels will be modeled in the 2D mesh.
  - v. Torres can create inflow files based on each specified inflow location defined in Task 3a.
  - vi. Torres can simulate model using parameters specified in the white papers for the 2-, 10-, 100-, 500-year storm events for a preliminary analysis and verification of model stability.
  - vii. Torres can debug model development and results to minimize errors and ensure stability.
- i. Model Validation - Torres can perform a model validation of the hydrologic and hydraulic model for up to three historical storm events. This can include the following items:
    - i. Torres can develop historical rainfall for up to three (3) storm events for the sub-watershed. Events used will be confirmed by the City prior to simulation. Torres can collect stage hydrograph information at specified locations from HCFC to use as tailwater conditions. Torres can use the collected information from Task 2c from the City regarding flooded structures and streets including GIS files and available photos for model validation.
    - ii. Torres can simulate ICM model for the selected historical storm events.
    - iii. Torres can compare the model results to the historical flooding information and adjust model parameters, extents, or characteristics as necessary to achieve a reasonable validation.
  - j. Final Simulations - Torres can simulate the final validated ICM model for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events.
  - k. Draft Model Development Technical Memorandum – Torres can draft and submit a technical memorandum summarizing the model development, validation effort, and results to the team lead for approval. The final technical memorandum will be included in the final report.

**Task 3 Deliverables:**

- Hydrologic Parameters
- Draft ICM Model of Torres study area
- Draft GIS model data for Torres study area

- Draft hydrology and hydraulics technical memorandum
  - QA/QC Review documentation
4. ***Project Delivery*** – Torres can provide support to the team lead to summarize all model development and results within a technical report specific to Torres’s study area to be incorporated in an overall report to be submitted to the City for review and approval.
- l. Draft Report – Torres can provide support to the team lead in the development of a draft report summarizing all aspects of the data collection, model development, validation, and result. Torres can incorporate any supporting information such as exhibits and appendices. The report will follow outline developed by the City. Torres can submit pertinent sections to the team lead for review.
  - m. Final Report – Torres can address any comments from the City into the final report for sections that Torres is responsible for and submit the revisions to the team lead for review and incorporation into the final report.
  - n. Model Delivery – Torres can clean and submit final ICM model to the team lead to compile and submit to the City. Model delivery will include all aspects of the model needed for future use and include all backup GIS files for the model development and results.

**Task 4 Deliverables:**

- Draft and Final Report for Torres specific sections
- Final ICM Model of Torres study area
- Final GIS database for Torres study area

**TASKS EXCLUDED FROM THIS SCOPE OF WORK.** The following tasks are specifically excluded from this scope of work.

- Project Management Plan
- Damage Center Identification

## Attachment B



### Torres & Associates, LLC Fee Estimate and Level of Effort

Request for Qualifications (RFQ): S76-Q29882 - Professional Engineering Services for Stormwater Master Plan											
	Principal	Senior Project Manager	Project Engineer	Engineer in Training	Admin						Sub-Total
<b>Fully Burdened Labor Cost</b>	\$ 232.00	\$ 220.00	\$ 115.00	\$ 105.00	\$ 78.00	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>TASK</b>	<b>LABOR (HOURS)</b>										-
<b>Task 1: Project Management</b>											\$15,072
a. Kickoff Meeting	4			4	2						\$ 1,504
b. PM Plan											\$ -
c. Progress Meetings (24)	16			16							\$ 5,392
d. Project Workshops (3)	24										\$ 5,568
e. QAQC	4			16							\$ 2,608
<b>Task 2: Data Collection</b>											\$61,036
a. Collect and review GIMS and As-builts		40	40	80							\$ 21,800
b. Obtain and Review LiDAR		24	24	40							\$ 12,240
c. Collect historical rainfall and flood claims		16	16	40							\$ 9,560
d. Survey Plan		8	8	24							\$ 5,200
e. Surveying and Site Visits		8	8	24							\$ 5,200
f. Draft TM		8	8	40	2						\$ 7,036
<b>Task 3: Model Development</b>											\$134,656
a. Hydrology		16	24	40							\$ 10,480
b. Hydraulics		40	200	240							\$ 57,000
c. Model Validation		16	120	160							\$ 34,120
d. Final Simulations		24	60	80							\$ 20,580
e. Draft TM		16	40	40	2						\$ 12,476
<b>Task 4: Project Delivery</b>											\$17,360
a. Draft Report		8	24	40							\$ 8,720
b. Final Report		8	8	24							\$ 5,200
c. Model Delivery		8		16							\$ 3,440
<b>TOTAL COST</b>											<b>\$ 228,124</b>

Fee Estimate	
TOTAL FEE	\$ 255,499
Profit (% of total fee that is profit)	12%



professional engineering services

10351 Stella Link Road, Houston, Texas 77025  
Phone: 832-767-0090, Fax: 832-767-0141, Mobile: 713-204-7115  
Email: [hfc@ht-j.com](mailto:hfc@ht-j.com)

May 11, 2022

Gauge Engineering  
11750 Katy Freeway, Suite 400  
Houston, TX 77079

Attention: Terry M. Barr, PE, CFM  
Stormwater Practice Lead

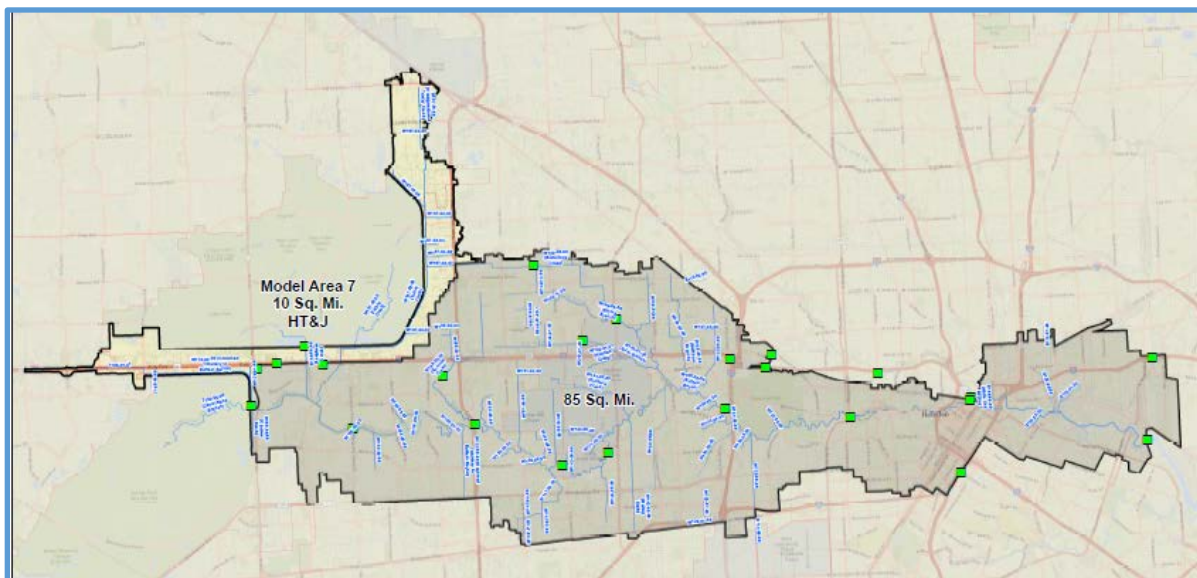
Reference: Professional Engineering Services  
City of Houston Stormwater master Plan  
HT&J Project No. 5302

Dear Mr. Barr,

HT&J, LLC is pleased to submit this proposal in providing professional engineering services to Gauge Engineers (Gauge) for the subject project. HT&J services are detailed in the scope of services section.

**Scope of Services:**

The overall scope of services aligns with the detailed scope of services listed in Exhibit B-1 for the overall watershed - Watershed Grouping 3: Buffalo Bayou, Addicks & Barker Reservoirs. HT&J's scope is limited to Model Area 7.





professional engineering services

**Compensation:**

This project will be compensated in a time and material basis. An estimated, not to exceed without prior approval, fee of Two Hundred-Three Thousand and Nine Hundred Thirty-Five Dollars (\$203,935.00) is proposed for the above scope of services. The man-hour breakdown is included herewith.

**Schedule:**

HT&J, LLC will start to work on this project upon receipt of the following items:

- 1) Approval of this proposal;
- 2) Existing conditions available information

HT&J will work with Gauge Engineers to meet the overall project schedule and interim milestones as preliminarily outlined in Exhibit B-1.

**Additional Scope of Works:**

The above scope of services does not include:

- 1) Design of the proposed drainage system for construction documents.
- 2) Floodplain analysis and CLOMR application.
- 3) Identifying and developing any local or regional drainage improvement alternatives
- 4) Items not specifically mentioned under Scope of Services

**Frequency of Payment:**

HT&J, LLC will submit invoice monthly for the services performed.

**Termination:**

The termination of the contract should be in complying with the prime Contract with the City of Houston. If this contract is terminated for the reason other than the fault of HT&J, HT&J shall be compensated for all services performed and expenses incurred prior to the date of termination.

We appreciate the opportunity to work on this project as a part of Gauge Engineers team. If you have any questions, please contact me at 281-818-0476 or by email [nrp@ht-j.com](mailto:nrp@ht-j.com).

Sincerely Yours,

**Proposal by:**  
**HT&J, LLC**

\_\_\_\_\_  
Nawa R. Panthi, P.E., CFM, PMP  
Principal  
Date: 05/11/2022

**Approved/Executed by:**

**Gauge Engineering**

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

**“EXHIBIT B-I”**

City of Houston Stormwater Master Plan  
Professional Engineering Services  
Scope of Work (Draft) – Watershed Grouping 3: Buffalo Bayou, Addicks & Barker Reservoirs

The goal of the Stormwater Master Plan effort is to model the main drainage infrastructure throughout the City of Houston to better understand the capacity of the storm sewers, overland flow routes, and interaction with the Harris County Flood Control District channels and bayous. These models will allow Houston Public Works Stormwater Planning to better analyze areas with flood risk and identify projects for capital improvement planning. This scope of work outlines the tasks needed to prepare a complete hydrologic and hydraulic model using Innovyze InfoWorks ICM.

The City Program Manager is concurrently developing white papers to guide and standardize the development of the ICM models between multiple consultants for separate watersheds or watershed groups. These white papers should be used as guidance for model development but can be modified or supplemented as required based on specific drainage characteristics within the watershed. These white papers will be provided as they are finalized ahead of the tasks for which they are intended.

Based on the available GIMS storm sewer information, the stormwater infrastructure within Watershed Grouping 3: Buffalo Bayou, Addicks & Barker Reservoirs, that is located inside the limits of the City of Houston, includes the following:

- Approximately 106 square miles, 124 square miles within the City of Houston
- Approximately 410 miles of storm sewer (36-inch diameter and greater)
- Approximately 12000 manholes/junctions
- Approximately 245 miles of studied channels
- Approximately 125 miles of unstudied channels
- Approximately 320 miles of roadside ditches

**Task 1: Project Management**

CONSULTANT will provide project management for the duration of the project, including meetings with the City, and provide documentation of QA/QC prior to submission. Specific tasks include:

- a. Kickoff meeting with City and Program Manager to discuss project goals, schedule, and deliverables. Project Managers for prime and subconsultants will attend.
- b. Develop a project management plan (PMP) that outlines the project team, roles, watershed characteristics, risks, mitigation strategies, schedule, and QA/QC plan. Implementation of PMP including invoicing, scheduling, and team management. Coordination with other consultants managing adjacent watersheds regarding flow interaction between watershed boundaries.
- c. Prepare for and conduct monthly progress meetings to present project status and results. Meetings will be virtual and attended by the prime project manager and necessary consultant team staff.
- d. Attend up to 3 workshops hosted by the City Program Manager. It is anticipated the workshops will be conducted in person. Workshop attendees will include the prime project manager and technical staff needed to review and discuss modeling methodology. Workshops are estimated to be 8 hours..
- e. QA/QC of all model and document deliverables.

**Task 1 Deliverables:**

- Meeting agendas submitted two (2) business days prior to formal meetings
- Meeting minutes submitted within three (3) business days of each progress meeting
- Draft and final project management plan

- QA/QC documentation in accordance with City QA/QC guidelines

**Task 2: Data Collection**

CONSULTANT will obtain, review, and confirm data for the model development. Specific tasks include:

- a. Collect infrastructure data using City GIMS and as-built plans for the storm sewer within the watershed. Collect any previous models developed by the City for incorporation. Additional data collection work shall include:
  - i. Collect pertinent data for model development from the City as outlined in the white paper including impervious cover, COH off-road channels, city limits, plans and as-builts, etc.
  - ii. Collect pertinent data from HCFCD as outlined in the white paper, such as, stream centerlines,
  - iii. Collect pertinent data from additional sources including parcels, land use, roadways, structures, etc.
- b. Obtain 2018 HGAC LiDAR from the City for the assigned watershed and review for major discrepancies due to development or other inaccuracies in the base data. Adjustments for minor discrepancies and developmental changes are not anticipated to be required. Discrepancies may be addressed within the LiDAR base file.
  - i. Review GIMS data and as-builts to update the GIMS GIS information with the latest as-builts. Adjust storm sewer invert elevations to match the 2018 HGAC LiDAR datum by comparing plan set elevations to 2018 LiDAR elevations and modifying GIMS shapefile elevations.
- c. Collect historical rainfall and historical flood claims data from the City.
- d. Develop a survey plan based upon drainage information and data gaps. Submit the survey plan to the City and Program Manager for approval.
- e. Conduct survey of up to 200 manholes within the project area as identified in the survey plan. Utilize survey to adjust or supplement GIMS data.
  - i. Conduct up to 8 site visits throughout the watershed to identify and confirm watershed and infrastructure characteristics.
  - ii. Conduct topographic survey of up to 200 manholes within the project area.
- f. Summarize data collection in draft technical memorandum for submittal to the City. The final technical memorandum will be included in the final report.

**Task 2 Deliverables:**

- QA/QC Documentation
- Technical Memorandum summarizing the information collected, adjustments made, and the field collection
  - Field investigation notebooks
  - Field survey basefiles
  - Field survey notebooks
- GIS database of information collected

**Task 3: Model Development**

CONSULTANT will develop an Innovyze Infoworks ICM version 2021.9 model (or later based on project kickoff) for the entire watershed including the storm sewer, roadside ditches, and channels within the watershed. Task includes both the hydrologic and hydraulic model development, validation, simulation, and intermittent QAQC during the model development progress. Process will follow the white papers outlined by the City Program Manager.

- a. Hydrology



- i. Delineate rainfall infiltration zones within InfoWorks ICM using the pervious polygon developed by the City Program Manager. Assign Green & Ampt parameters based on watershed.
  - ii. Conduct rain on mesh hydrology for the entire watershed within the City limits using HCFCD Region 3 rainfall.
  - iii. For areas outside the City limits, delineate drainage areas using information collected. Develop hydrologic parameters using the HCFCD BDF methodology. Develop hydrologic model within ICM for each drainage area outside of the City limits. HCFCD Region 3 rainfall data will be used.
- b. Hydraulics
- i. 1D Storm Sewer
    - i. GIS Setup – Configure the GIMS information for importing into ICM incorporating adjustments made during Data Collection task. Process GIMS data to include all necessary pipes and data flags.
    - ii. Nodes – Input nodes needed for developing hydraulic model including elevations, storage volumes, areas, ponding type, and inlet capacity. Ensure continuity between node and link references.
    - iii. Links – Input links needed for developing hydraulic modeling including inverts, lengths, manning's values, sizes, and shapes. Storm sewer 36-inch diameter and greater is included in this scope and effort. Additional storm sewer will be included as needed.
  - ii. 2D Development
    - i. Import terrain from 2018 LiDAR into ICM.
    - ii. Develop breaklines for study area based on the detail needed for the study.
    - iii. Develop and import structures for 2D surface. Simplify vertices as necessary for clean meshing.
    - iv. Assign Manning's roughness values using landuse polygons based on the white paper.
    - v. Mesh the 2D zone and review for small triangles and inconsistencies.
    - vi. Refine 2D model component for model stability and reasonable run times.
  - iii. Roadside Ditch Systems
    - i. Roadside ditches will be modeled within the 2D mesh; using HEC-RAS terrain editing, or another GIS process, driveway culverts shall be "burned" through into the watershed. This process shall be performed to provide 2D connectivity along the length of the ditch.
    - ii. Assign roughness values based on the City guidance for the roadside ditch system.
    - iii. Culverts that cross roadways, and other significant culverts, shall be model as 1D links using information from GIMS or field verification.
  - iv. Boundary Conditions
    - i. Incorporate overflows from bounding watersheds using 2D flow lines.
    - ii. Incorporate iterated flows with adjacent watershed consultants as necessary.
    - iii. Incorporate minor HCFCD channels within the modeling using HEC-RAS models from the MAAPnext efforts. Channels will be modeled as 1D/2D river reaches.
    - iv. Incorporate HCFCD bayous with boundary.
  - v. Create inflow files based upon each specified inflow location defined in Task 3A.
  - vi. Simulate model using parameters specified in the white papers for the 2-, 10-, 100-, 500-year storm events.
  - vii. Debug model development and results to minimize errors and ensure stability.

- c. Model Validation
  - i. Develop historical rainfall for three (3) storm events for the drainage basins delineated in Task 3A. Events used will be confirmed by the City prior to simulation. Collect stage hydrograph information for the HCFCD bayous to use as tailwater conditions. Collect information from the City regarding flooded structures and streets including GIS files and available photos for model validation.
  - ii. Simulate ICM model for the historical storm events.
  - iii. Compare the model results to the historical flooding information. Adjust model parameters, extents, or characteristics as necessary to achieve a reasonable validation.
- d. Final Simulations
  - i. Simulate the final ICM model for the 2-, 5-, 10-, 25-, 50-, 100-, and 500-year storm events.
- e. Technical Memorandum
  - i. Draft and submit a technical memorandum summarizing the model development, validation storms, and results for approval. The final technical memorandum will be included in the final report.

**Task 3 Deliverables:**

- Hydrologic Parameters
- Draft ICM Model
- Draft GIS model data
- Draft hydrology and hydraulics technical memorandum
- QAQC Review documentation

**Task 4: Project Delivery**

CONSULTANT will summarize all model development and results within a technical report to submit to the City.

- a. Draft Report
  - i. Develop draft report summarizing all aspects of the data collection, model development, validation, and result. Incorporate any supporting information such as exhibits and appendices. Report will follow outline developed by the City. Submit report for the City to review.
- b. Final Report
  - i. Incorporate any comments from the City into the final report.
- c. Model Delivery
  - i. Clean and submit final ICM model to the City. Model delivery will include all aspects of the model needed for future use.
  - ii. Include all backup GIS files for the model development and results.

**Task 4 Deliverables:**

- Draft and Final Report
- Final ICM Models
- Final GIS database

**Additional Services**

Below are additional tasks that may be included upon written approval by the City.

- a. Damage Center Identification
  - i. Identify the number of structures within the watershed that potentially flood for each storm event. Information used will be best available and from the City.
  - ii. Using this information, identify "Damage Centers" throughout the watershed where there are concentrations of damages based on flooding from the City infrastructure. Flooding from HCFCD bayous will be excluded from the analysis.
  - iii. Conduct workshop with City staff to present damage centers. Establish metrics and sort through information based on metrics and City input.
  - iv. Draft Damage Center memorandum including exhibits and required assessment areas.

**Schedule**

The anticipated schedule for deliverables is shown below with estimates from the notice to proceed. Schedules may vary based upon watershed sizes and characteristics.

No.	Submittal	Weeks from NTP
1	Draft Data Collection TM and GIS Database	30
2	Hydrology Parameters	35
3	ICM Model Setup	40
4	Validation Model	57
5	Draft Report and Final ICM Model	74
6	Final Report and Deliverables	83

HT&J, LLC Fee Estimate and Level of Effort

Request for Qualifications (RFQ): S76-Q29882 - Professional Engineering Services for Stormwater Master Plan											
	Principal	Senior Project Manager	Project Engineer	Project Engineer	Engineer in Training	QA/QC Manager					Sub-Total
Fully Burdened Labor Cost	\$ 200.91	\$ 186.36	\$ 150.00	\$ 150.00	\$ 113.64	\$ 200.91	\$ -	\$ -	\$ -	\$ -	-
TASK	LABOR (HOURS)										-
Task 1: Project Management											\$ 23,349
a. Kickoff Meeting	2	2									\$ 775
b. PM Plan											\$ -
c. Progress Meetings (24)		24	24								\$ 8,073
d. Project Workshops (2)		24	24								\$ 8,073
e. QA/QC						32					\$ 6,429
Task 2: Data Collection											\$ 26,977
a. Collect and review GIMS and As-builts		8	40		80						\$ 16,582
b. Obtain and Review LiDAR		2	8								\$ 1,573
c. Collect historical rainfall and flood claims											\$ -
d. Survey Plan		4									\$ 745
e. Surveying and Site Visits			16		16						\$ 4,218
f. Draft TM	1	4	8		8	4					\$ 3,859
Task 3: Model Development											\$ 110,438
a. Hydrology	2	4	88		80						\$ 23,438
b. Hydraulics	2	24	160		160						\$ 47,056
c. Model Validation	2	10	80	80							\$ 26,265
d. Final Simulations		8	20		20						\$ 6,764
e. Draft TM		8	16		16	6					\$ 6,915
Task 4: Project Delivery											\$ 21,320
a. Draft Report	4	8	24		16	6					\$ 8,918
b. Final Report	2	6	12		12	4					\$ 5,487
c. Model Delivery		8	16		16	6					\$ 6,915
TOTAL COST										\$ 182,085	

Fee Estimate	
TOTAL FEE	\$ 203,935
Profit (% of total fee that is profit)	12%



**KUO**  
 & associates, Inc.  
 Consulting Engineers  
 & Surveyors

10300 Westoffice Drive, Ste. 800  
 Houston, TX 77042  
 Phone: (713) 975-8769  
 Fax: (713) 975-0920  
 Engineering Firm Reg. No. F-4578  
 Surveying Firm Reg. No. 10075600  
 www.kuoassociates.com

May 12, 2022

Derek St. John, PE, CFM  
 Principal  
 Gauge Engineering  
 11750 Katy Freeway, Suite 400  
 Houston, TX 77079

Re: City of Houston Stormwater Master Plan – Buffalo Bayou Watershed  
 Engineering Design Support Services

Dear Mr. St. John:

Kuo & Associates, Inc. is pleased to submit this proposal for Engineering Design Support and Surveying Services for the above referenced project. The table below summarizes the proposed fees (including profit of 12%) and schedule:

TASK DESCRIPTION	ESTIMATED FULLY BURDENED LABOR COST	ESTIMATED PROFIT (12%)	TOTAL ESTIMATED FEES	ESTIMATED DURATION
<b>TASK 1: PROJECT MANAGEMENT</b>	<b>\$12,359.60</b>	<b>\$1,483.15</b>	<b>\$13,842.75</b>	<b>As Needed</b>
<b>TASK 2: DATA COLLECTION</b>	<b>\$125,025.26</b>	<b>\$15,003.03</b>	<b>\$140,028.29</b>	
Item 2.1: Storm Manhole Survey	\$77,987.50	\$9,358.50	\$87,346.00	8 to 12 weeks
Item 2.2: Engineering Support	\$47,037.76	\$5,644.53	\$52,682.29	As Needed
<b>TOTAL:</b>	<b>\$137,384.86</b>	<b>\$16,486.18</b>	<b>\$153,871.04</b>	

The following are attached to support the proposal:

1. Exhibit A: Scope of Work
2. Exhibit B: Detail Level of Effort for Fee Estimation

Please do not hesitate to contact me at (713) 590-9617 (directly) or (713) 975-8769 (front desk) if you have any questions or comments related to this proposal.

Sincerely,

Malick Bittaye, P.E.  
 Kuo & Associates, Inc.  
 Firm Registration No. F-4578



**KUO**  
& associates, Inc.  
Consulting Engineers  
& Surveyors

10300 Westoffice Drive, Ste. 800  
Houston, TX 77042  
Phone: (713) 975-8769  
Fax: (713) 975-0920  
Engineering Firm Reg. No. F-4578  
Surveying Firm Reg. No. 10075600  
www.kuoassociates.com

## **EXHIBIT A: SCOPE OF WORK**

### **TASK 1: PROJECT MANAGEMENT**

Provide project management and administration necessary for completion of the assigned tasks including the following:

- a. Attend project kickoff meeting and monthly status meetings. It is assumed that consultant will be needed on only selected meetings not to exceed one (1) kickoff and six (16) progress meetings.
- b. Perform task coordination and administration including invoicing and monthly task progress updates for all assigned tasks.
- c. QA/QC all deliverables.

#### **Task 1 Deliverables:**

- Only for meetings with prime consultant or City organized only for the tasks consultant is leading, provide:
  - Draft meeting agendas submitted two (3) business days prior to formal meetings
  - Draft meeting minutes submitted within three (2) business days of each meeting
- Review meeting minutes for meetings attended

### **TASK 2: DATA COLLECTION**

#### **Item 2.1: Storm Manhole Survey:**

Scope of work includes surveying not to exceed 300 storm manholes within the project limit of Buffalo Bayou watershed. Information on manholes to be surveyed to be provided Prime Consultant / Client. In general, the following tasks will be done:

- Review locations of manholes and prepare surveying package for survey crew. This may involve obtaining coordinates of manholes to be surveyed from available GIS
- Tie survey to nearby TSARP monument with elevation based on NAVD88, Geoid 12B vertical datum to be on the same datum of 2018 LiDAR data.
- Observe the TSARP monument by GPS/GNSS for minimum 2-hour static GPS observations
- Transfer elevation from the TSARP monument by GPS differential approach
- Identify manholes to be surveyed in the field with GPS/swing ties/record drawing
- Survey manhole location – utilize a GPS/GNSS shot to get the elevation and location of manhole rim or outfall pipe. If conditions are not conducive receiving a

*EXHIBIT A: SCOPE OF WORK*  
*CoH Stormwater Master Plan – Buffalo Bayou*

Page No. 2

stable GPS/GNSS signal, conventional means (total station, level, etc.) will be used to get the work done

- Invert each of the manholes to obtain pipe sizes, flowlines, depths, etc. as accessible and visible from the street level. The measurement tool/rod should be read to the 1/100<sup>th</sup> of a foot to obtain accurate depth measurements.
- Record drawing research to verify findings on lines out of manhole inverts
- Prepare a plan drawing with manholes locations and inverts

**Exclusions:**

To our understanding the following and any items not mentioned in the scope of work / level of effort are **excluded** from the scope of this proposal

- Any detail topographic survey on roads except surveying selected stormwater manholes
- Surveying any confined space of large manhole structure
- Surveying any manhole within private properties
- Delineation of any ROW lines
- Any QL-A and B SUE works
- Any survey control map

**Item 2.1 Deliverables:**

Following items will be submitted for your review and use

- Excel file Excel file with all pertinent information for each point (Northing, Easting, Elevation, Description, Invert Info, etc.) in a format that can be imported into the City's GIS system
- CAD drawing of locations of manholes with rim elevations and inverts, location of culverts and bridges with collected information

**Item 2.2: Engineering Support:**

Obtain, review, and confirm data for the model development. Specific tasks include:

- a) Collect infrastructure data using City GIMS and as-built plans for the storm sewer within the watershed. Additional data collection work shall include:
  - i. Collect pertinent data for model development from the City as outlined in the white paper including impervious cover, COH off-road channels, city limits, plans and as-builts, etc.
  - ii. Collect pertinent data from HCFCD as outlined in the white paper, such as, stream centerlines,
  - iii. Collect pertinent data from additional sources including parcels, land use, roadways, structures, etc.
- b) Develop a survey plan based upon drainage information and data gaps. Submit the survey plan to the prime consultant for review and approval.

*EXHIBIT A: SCOPE OF WORK*  
*CoH Stormwater Master Plan – Buffalo Bayou*

*Page No. 3*

- c) Conduct up to 4 site visits throughout the watershed to identify and confirm watershed and infrastructure characteristics. Coordinate visits with Prime Consultant.
- d) Summarize data collection in draft technical memorandum for submittal to the Prime Consultant. Address comments and finalize technical memorandum for inclusion in the final report by Prime Consultant.

**Item 2.2 Deliverables:**

Following items will be submitted for your review and use

- QA/QC documentation.
- Technical Memorandum summarizing the information collected, adjustments made, and the field collection
  - Field investigation notebooks
  - Field survey basefiles
  - Field survey notebooks
- GIS database of information collected
- Final versions of deliverables for Item 2.1.



**Exhibit B  
Fee Estimate and Level of Effort**

**EXHIBIT B - DETAIL LEVEL OF EFFORT FOR FEE ESTIMATION  
Kuo & Associates, Inc.**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan										
	Principal	Project Manager	Senior Professional Engineer	Professional Engineer	Engineer in Training	Senior Design Technician	CADD Technician	Admin	Survey Costs	Sub-Total
Fully Burdened Labor Rate	\$198.00	\$171.60	\$171.60	\$132.00	\$110.00	\$95.04	\$79.20	\$66.00		-
<b>TASK</b>	<b>LABOR (HOURS)</b>									<b>-</b>
<b>Task 1: Project Management</b>										<b>\$ 12,359.60</b>
a. Kickoff Meeting		2								\$ 343.20
b. PM Plan										\$ -
c. Progress Meetings (24)		32		16	16					\$ 9,363.20
d. Project Workshops (2)										\$ -
e. QAQC	3		12							\$ 2,653.20
<b>Task 2: Data Collection</b>										<b>\$ 125,025.26</b>
a. Collect and review GIMS and As-builts		24		80	160	64				\$ 38,360.96
b. Obtain and Review LiDAR										\$ -
c. Collect historical rainfall and flood claims										\$ -
d. Survey Plan										\$ -
e. Surveying and Site Visits				16	16				\$ 77,988	\$ 81,859.50
f. Draft TM		8		16	12					\$ 4,804.80
a. Hydrology										\$ -
b. Hydraulics										\$ -
c. Model Validation										\$ -
d. Final Simulations										\$ -
e. Draft TM										\$ -
a. Draft Report										\$ -
b. Final Report										\$ -
c. Model Delivery										\$ -
<b>TOTAL FEE</b>										<b>\$ 137,384.86</b>
<b>TOTAL FEE</b>										<b>\$ 153,871.04</b>
Profit (% of total fee that is profit)										<b>12%</b>



TBPE FIRM No. 20690  
3410 Far West Blvd. Suite 315  
Austin, TX 78731  
512.767.1009

May 9, 2022

Derek St. John, PE, CFM  
Gauge Engineering, PLLC  
11750 Katy Freeway, Suite 400  
Houston, TX 77079

Re: City of Houston Stormwater Master Plan – EDGE Scope of Services

Dear Mr. St. John:

EDGE Engineering, PLLC (EDGE) appreciates the opportunity to submit this professional engineering proposal to Gauge Engineering (Gauge) in support of the above referenced project.

The EDGE scope of services includes:

- Task 1.a: Attending the project kickoff meeting.
- Task 1.c: participation as requested in monthly progress meetings, and
- Task 1.e: QA/QC for the Infoworks ICM models (prepared by others) for the Buffalo Bayou, Addicks & Barker Reservoirs as outlined in the Gauge "Exhibit B-1" Scope of Work. Gauge will provide the City QA/QC guideline template to be used for documentation of model review.

For these scope items, EDGE proposes a total not-to-exceed amount of \$77,668 (including 12% profit). Exhibit B provides a detailed labor hour estimate documenting the fees associated with each task.

We appreciate the opportunity to support you on this project. Please feel free to contact me directly if there are any questions regarding this proposal at 512-350-1387 or [ccormack@civil-edge.com](mailto:ccormack@civil-edge.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Cormack".

Chad Cormack, PE, CFM  
Principal

Attachments:  
*Fee Estimate*

**Exhibit B - Fee Estimate**  
**SUB: EDGE Engineering, PLLC**

Fee Estimate - Professional Engineering Services for Stormwater Master Plan											
	Senior Project Manager	QA/QC Manager	Project Engineer	Engineer-in-Training	GIS Operator	Admin	Personnel Title	Personnel Title	Personnel Title	Add as Needed	Sub-Total
Fully Burdened Labor Rate	\$210.73	\$169.64	\$156.25	\$102.68	\$89.29	\$65.50	\$0.00	\$0.00	\$0.00	\$0.00	-
TASK	LABOR (HOURS)										-
Task 1: Project Management											\$69,346
a. Kickoff Meeting	2										\$421
b. PM Plan											\$0
c. Progress Meetings (24)	12		12								\$4,404
d. Project Workshops (2)											\$0
e. QAQC	24	240	120								\$64,521
Task 2: Data Collection											\$0
a. Collect and review GIMS and As-builts											\$0
b. Obtain and Review LiDAR											\$0
c. Collect historical rainfall and flood claims											\$0
d. Survey Plan											\$0
e. Surveying and Site Visits											\$0
f. Draft TM											\$0
Task 3: Model Development											\$0
a. Hydrology											\$0
b. Hydraulics											\$0
c. Model Validation											\$0
d. Final Simulations											\$0
e. Draft TM											\$0
Task 4: Project Delivery											\$0
a. Draft Report											\$0
b. Final Report											\$0
c. Model Delivery											\$0
TOTAL FEE											\$69,346

Fee Estimate	
TOTAL FEE	\$77,668
Profit (% of total fee that is profit)	12%

**EXHIBIT "C"**

**FULLY-BURDENED LABOR RATES**

<b><u>Classification</u></b>	<b><u>Hourly Rates</u></b>
Principal in Charge	\$259.62
Quality Manager	\$214.18
Senior Project Manager	\$233.65
Senior Professional Engineer	\$181.73
Professional Engineer	\$142.79
Senior Engineer-In-Training	\$116.83
Engineer-In-Training	\$90.87
Senior Hydrologist	\$162.26
GIS Analyst	\$103.85
Administrative	\$78.00

**EXHIBIT "D"**

**CERTIFICATE OF INSURANCE**

Please visit <http://purchasing.houstontx.gov/guide.shtml>, and find "Insurance & Indemnification" for the most current insurance certificates and requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	<b>CONTACT NAME:</b> Candi Carpenter <b>PHONE (A/C No. Ext):</b> 713-552-1900 <b>FAX (A/C, No):</b> 713-513-5411 <b>E-MAIL ADDRESS:</b> ccarpenter@riskspecialtygroup.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GAUGENG-01 Gauge Engineering, LLC 11750 Katy Freeway, Suite 400 Houston TX 77079	<b>INSURER A :</b> RLI Insurance Company <b>NAIC #</b> 13056 <b>INSURER B :</b> Hudson Insurance Company      25054 <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 1583223189      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0007801	7/18/2022	7/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0007801	7/18/2022	7/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			PSE0003890	7/18/2022	7/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0004352	7/18/2022	7/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (claims made)			PRB 06 19 114550	7/18/2022	7/18/2023	Each Claim 2,000,000 Aggregate 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: Q29882 Stormwater Master Plan  
 Certificate holder is included as additional insured on General Liability & Automobile and provided with waivers of subrogation in their favor on General Liability, Workers Compensation & Automobile when required by written contract or agreement. Umbrella follows form. The policies are primary and noncontributory when required by written contract or agreement. 30 Days notice of cancellation is provided.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Houston Finance Department, Strategic Procurement Division 901 Bagby Street, Concourse Level Houston TX 77002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

Policy Number: PSB0007801

RLI Insurance Company

Named Insured: Gauge Engineering, LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack<sup>®</sup> HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### Schedule

Coverage	Additional Premium	Limit of Insurance	
<b>A. Hired Auto Liability</b>	\$ 100	\$ 1,000,000	<b>Per Occurrence</b>
<b>B. Non-owned Auto Liability</b>	\$ Included	\$ 1,000,000	<b>Per Occurrence</b>

**A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

#### 1. Hired Auto Liability

The insurance provided under Paragraph **A.1. Business Liability** in **SECTION II – LIABILITY** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

#### 2. Non-owned Auto Liability

The insurance provided under Paragraph **A.1. Business Liability** in **SECTION II – LIABILITY** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

**B.** For insurance provided by this endorsement only:

1. The exclusions under Paragraph **B.1. Applicable To Business Liability Coverage** in **SECTION II – LIABILITY**, other than Exclusions **a., b., d., f.** and **i.** and the **Nuclear Energy Liability Exclusion**, are deleted and replaced by the following:

**a.** "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

**b.** "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. Paragraph **C. Who Is An Insured** in **SECTION II – LIABILITY** is replaced for the purposes of this endorsement by the following:

- 1. Each of the following is considered an insured to the extent that it is:
  - a.** You;



Policy Number: PSB0007801

RLI Insurance Company

- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto":
  - (1) Any partner or "executive officer" of yours; or
  - (2) Any "employee" of yours;
 but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

However, none of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### C. Limit of Insurance

The Limit of Insurance under this endorsement is shown in the schedule above. The Limit of Insurance will apply separately to each "occurrence" resulting from Hired Auto Liability or Non-owned Auto Liability. For Hired Auto Liability and Non-owned Auto Liability covered by this endorsement, the Limit of Insurance is the most we will pay for the total of all damages resulting from any one "occurrence" regardless of the number of:

- a. Insureds;
  - b. "Autos";
  - c. Claims that are made or "suits" that are brought; or
  - d. Persons or organizations making claims or bringing "suit".
- D. For the purposes of this endorsement only, Paragraph H. **Other Insurance** in **SECTION III – COMMON POLICY CONDITIONS** is replaced by the following:

This insurance is excess over any other valid and collectible insurance, whether primary or excess, covering the "hired auto" or "non-owned auto".

### E. The following additional definitions apply:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. ( ) Specific Waiver  
Name of person or organization
- ( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations: Services specified under such written contract
- 3. Premium: \$83  
The premium charge for this endorsement shall be 2.000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Advance Premium: \$83

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 07-18-2022  
Insured  
Gauge Engineering, LLC  
Insurance Company  
RLI Insurance Company

Policy No. PSW0004352  
Endorsement No. Premium Included  
Countersigned by \_\_\_\_\_

**WC 42 03 04 B**  
(Ed. 6-14)

EXHIBIT "E"

DRUG POLICY COMPLIANCE AGREEMENT

I, TERRY M. BARR PRINCIPAL as an owner or officer of  
 (Name) (Print/Type) (Title)  
GAUGE ENGINEERING, LLC (Engineer)  
 (Name of Company)


have authority to bind Engineer 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 Engineer is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Engineer 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 Engineers (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 Engineer 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.

07/22/2022  
 Date

TERRY M. BARR  
 Engineer Name  
  
 Signature  
PRINCIPAL  
 Title

**EXHIBIT "F"**

**DRUG POLICY COMPLIANCE DECLARATION**

I, TERRY M. BARR PRINCIPAL as an owner or officer of  
 (Name) (Print/Type) (Title)  
GAUGE ENGINEERING, LLC (Engineer)  
 (Name of Company)

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

This reporting period covers the preceding six months from N/A to N/A, 20  .

TB  
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).

TB  
Initials

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

N/A  
Initials

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

N/A  
Initials

Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 0.

N/A  
Initials

From \_\_\_\_\_ to \_\_\_\_\_ the following test has occurred  
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested	<u>N/A</u>	_____	_____	_____
Number Employees Positive	<u>N/A</u>	_____	_____	_____
Percent Employees Positive	<u>N/A</u>	_____	_____	_____

N/A  
Initials

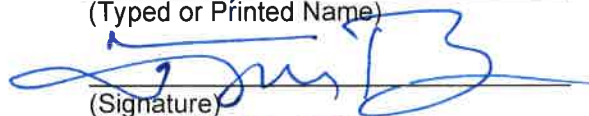
Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

TB  
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.

08/08/2022  
 (Date)

TERRY M. BARR  
 (Typed or Printed Name)  
  
 (Signature)  
PRINCIPAL  
 (Title)

**EXHIBIT "G"**

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

I, TERRY M. BARR PRINCIPAL  
(Name) (Title)


as an owner or officer of GAUGE ENGINEERING, LLC (Engineer)  
(Name of Company)

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

in performing STORMWATER MASTER PLAN  
(Project)

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

07/22/2022  
(Date)

TERRY M. BARR  
(Typed or Printed Name)  
  
(Signature)  
PRINCIPAL  
(Title)

**EXHIBIT "H"**

**SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT**

1. Engineer has entered into a Contract with the **CITY OF HOUSTON, TEXAS** ("City") to provide professional engineering services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Houston Public Works of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this \_\_\_\_\_ 4th \_\_\_\_\_ day of \_\_\_\_\_ August \_\_\_\_\_, 2022\_\_.

Subcontractor



By: Chad Cormack  
Title: **Principal**

**EXHIBIT "H"**

**SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT**

1. Engineer has entered into a Contract with the **CITY OF HOUSTON, TEXAS** ("City") to provide professional engineering services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Houston Public Works of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_ day of \_\_\_\_\_  
August, 2022.

Subcontractor



By: Hector E. Olmos  
Title: Vice President

**EXHIBIT "H"**

**SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT**

1. Engineer has entered into a Contract with the **CITY OF HOUSTON, TEXAS** ("City") to provide professional engineering services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Houston Public Works of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this 2<sup>ND</sup> day of AUGUST, 2022

Subcontractor



By: TERRY M. BARR, PE, CFM  
Title: PRINCIPAL



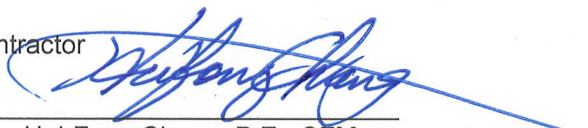
EXHIBIT "H"

SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

1. Engineer has entered into a Contract with the **CITY OF HOUSTON, TEXAS** ("City") to provide professional engineering services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Houston Public Works of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this 3rd day of August, 2022.

Subcontractor



By: Hui-Fong Chang, P.E., CFM  
Title: Principal of HT&J, LLC

**EXHIBIT "H"**

**SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT**

1. Engineer has entered into a Contract with the **CITY OF HOUSTON, TEXAS** ("City") to provide professional engineering services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Houston Public Works of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this \_\_\_\_\_ 3rd \_\_\_\_\_ day of \_\_\_\_\_ August, 20 22.

Subcontractor: Kuo & Associates, Inc.

  
By: Malick Bittaye, PE, ENV SP

Title: Engineering Director

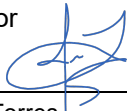
**EXHIBIT "H"**

**SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT**

1. Engineer has entered into a Contract with the **CITY OF HOUSTON, TEXAS** ("City") to provide professional engineering services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Houston Public Works of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this fourth day of August, 2022.

Subcontractor



By: Jacob Torres  
Title: Managing Partner, Principal (Torres & Associates, LLC)

**EXHIBIT "I"**

**FORM POP 2  
CERTIFICATION OF AGREEMENT TO COMPLY WITH  
PAY OR PLAY PROGRAM**

Available at <http://www.houstontx.gov/obo/popforms.html>



## City of Houston Pay or Play Program Acknowledgement Form



It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below affirms that you will comply with the requirements of the program upon contract award and ensure the same on behalf of your subcontractors that may be subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

**Fill out all information below and submit this form with your bid/proposal packet.**

S76-Q29882

Solicitation Number

*Gwen E Green Perez*

Signature

7/27/2022

Date

Gwen E Green Perez

Print Name

City Vendor ID

FREESE AND NICHOLS, INC.

817-735-7233

Company Name

Phone Number

ggp@freese.com

Email Address

For more information about the Pay or Play program please visit  
<http://www.houstontx.gov/obo/popforms.html>.

**Questions about the Pay or Play Program should be referred to the Department POP Liaison; an updated contact list is available on the Office of Business Opportunity website or call the POP Contract Administrator at 832-393-0633.**



# City of Houston

## Pay or Play Program

### Certification of Compliance



Prime Contractor: Gauge Engineering, LLC Subcontractor: Freese & Nichols

Address: 10497 Town and Country Way, Suite 500, Houston, TX 77024

Outline Number: S76-Q29882 Contract Amount: \$ 341,522.00

Project Name: [Legal Project Name] Stormwater Master Plan

Contracting Department: \_\_\_\_\_

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Prime/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree either to PAY, PLAY or BOTH for all covered employees. If selecting BOTH, the Contractor/Subcontractor may Pay on behalf of some covered employees and Play on behalf of the remaining covered employees.

The Prime/Subcontractor will comply with all provisions of the Pay or Play Program Requirements and will furnish all information and reports requested to determine compliance of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program).

The Prime/Subcontractor may agree to **"Pay"** \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

The Prime/Subcontractor may agree to **"Play"** by providing health benefits to each covered employee. The health benefits must meet the following criteria:

- The employer contributes no less than 75% of the total premium costs per covered employee per month toward the total premium cost.
- The covered employee contributes, if any amount, no greater than 25% of the total monthly premium costs.

Please select whether you choose to:	Pay	Play	Both
		X	

The Prime/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

**Note: The contractor is responsible to the City for compliance of covered employees of covered subcontractors.**

Please indicate the estimated number of:	PRIME	SUB
Total Employees on City Job		3
Covered Employees		3
Non-Covered Employees		0
Exempt Employees		0

I hereby certify that the above information is true and correct.

*Gwen E Green Perez*

7/27/2022

**Please Sign**

**Date**

Gwen E Green Perez / Controller

**Please Print Name & Title**



# City of Houston Pay or Play Program Acknowledgement Form



It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below affirms that you will comply with the requirements of the program upon contract award and ensure the same on behalf of your subcontractors that may be subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

**Fill out all information below and submit this form with your bid/proposal packet.**

S76-Q29882

Solicitation Number

  
Signature

08/03/2022

Date

Hui-Fong Chang, P.E., CFM, Principal

Print Name

20153590

City Vendor ID

HT&J, LLC

Company Name

832-767-0090 ext 102

Phone Number

hfc@ht-j.com

Email Address

For more information about the Pay or Play program please visit  
<http://www.houstontx.gov/obo/popforms.html>.

Questions about the Pay or Play Program should be referred to the Department POP Liaison; an updated contact list is available on the Office of Business Opportunity website or call the POP Contract Administrator at 832-393-0633.



## City of Houston Pay or Play Program Certification of Compliance



Prime Contractor: Gauge Engineering, LLC Subcontractor: HT&J, LLC

Address: 10351 Stella Link Road, Houston, Texas 77025

Outline Number: S76-Q29882 Contract Amount: \$ 203,935.00

Project Name: [Legal Project Name] Stormwater Master Plan

Contracting Department: \_\_\_\_\_

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Prime/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree either to PAY, PLAY or BOTH for all covered employees. If selecting BOTH, the Contractor/Subcontractor may Pay on behalf of some covered employees and Play on behalf of the remaining covered employees.

The Prime/Subcontractor will comply with all provisions of the Pay or Play Program Requirements and will furnish all information and reports requested to determine compliance of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program).

The Prime/Subcontractor may agree to **"Pay"** \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

The Prime/Subcontractor may agree to **"Play"** by providing health benefits to each covered employee. The health benefits must meet the following criteria:

- The employer contributes no less than 75% of the total premium costs per covered employee per month toward the total premium cost.
- The covered employee contributes, if any amount, no greater than 25% of the total monthly premium costs.

Please select whether you choose to:	Pay	Play	Both
		X	

The Prime/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

**Note: The contractor is responsible to the City for compliance of covered employees of covered subcontractors.**

Please indicate the estimated number of:	PRIME	SUB
Total Employees on City Job		6
Covered Employees		4
Non-Covered Employees		0
Exempt Employees		2

I hereby certify that the above information is true and correct.

\_\_\_\_\_  
 Please Sign

08/03/2022  
 \_\_\_\_\_  
 Date

Hui-Fong Chang, P.E., CFM, Principal

Please Print Name & Title





# City of Houston Pay or Play Program Acknowledgement Form




It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below affirms that you will comply with the requirements of the program upon contract award and ensure the same on behalf of your subcontractors that may be subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

**Fill out all information below and submit this form with your bid/proposal packet.**

S76-Q29882  
Solicitation Number

  
Signature

7/20/2022  
Date

Jacob Torres  
Print Name

160521  
City Vendor ID

Torres & Associates, LLC  
Company Name

346.704.2596  
Phone Number

jmtorres@torresassociatesllc.com  
Email Address

For more information about the Pay or Play program please visit  
<http://www.houstontx.gov/obo/popforms.html>.

Questions about the Pay or Play Program should be referred to the Department POP Liaison; an updated contact list is available on the Office of Business Opportunity website or call the POP Contract Administrator at 832-393-0633.



# City of Houston Pay or Play Program Certification of Compliance



Prime Contractor: Gauge Engineering, LLC Subcontractor: Torres & Associates, LLC

Address: 3040 Post Oak Blvd; Suite 1800-#110; Houston, Texas 77056

Outline Number: S76-Q29882 Contract Amount: \$ 255,499.00

Project Name: [Legal Project Name] Stormwater Master Plan

Contracting Department: Houston Public Works

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Prime/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree either to PAY, PLAY or BOTH for all covered employees. If selecting BOTH, the Contractor/Subcontractor may Pay on behalf of some covered employees and Play on behalf of the remaining covered employees.

The Prime/Subcontractor will comply with all provisions of the Pay or Play Program Requirements and will furnish all information and reports requested to determine compliance of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program).

The Prime/Subcontractor may agree to **"Pay"** \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

The Prime/Subcontractor may agree to **"Play"** by providing health benefits to each covered employee. The health benefits must meet the following criteria:

- The employer contributes no less than 75% of the total premium costs per covered employee per month toward the total premium cost.
- The covered employee contributes, if any amount, no greater than 25% of the total monthly premium costs.

<b>Please select whether you choose to:</b>	<b>Pay</b>	<b>Play</b>	<b>Both</b>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Prime/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

**Note: The contractor is responsible to the City for compliance of covered employees of covered subcontractors.**

Please indicate the estimated number of:	PRIME	SUB
Total Employees on City Job	N/A	3
Covered Employees	N/A	4
Non-Covered Employees	N/A	N/A
Exempt Employees	N/A	3

I hereby certify that the above information is true and correct.

**Please Sign**

Jacob Torres; Managing Partner, Principal; Torres & Associates, LLC

8/3/22

**Date**

**Please Print Name & Title**

**EXHIBIT "J"**

**CERTIFICATION OF AGREEMENT TO COMPLY WITH  
STANDARD DOT TITLE VI ASSURANCES  
APPENDIX A LANGUAGE**

During the performance of this Contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT "K"****FEDERAL CONTRACT REQUIREMENTS**

All references to "Contractor" in this Exhibit shall apply to any contractor, or subcontractor performing work on behalf of the Engineer pursuant to the foregoing Agreement/Contract. The following Federal Contract Requirements will generally apply to all Contractors. Also see 2 CFR Part 200; applicable federal program requirements at 24 CFR Part 570 (CDBG), 24 CFR Part 92 (HOME), 24 CFR Part 574 (HOPWA), 24 CFR Part 576 (Emergency Solutions Grant); and applicable laws, rules and regulations relating to other programs administered by the U.S. Department of Housing and Urban Development ("HUD").

**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.

B. The Contractor shall comply with Public Law 90-284, which refers to Title VII of the Civil Rights Act of 1968, also known as the Fair Housing Act (42 U.S.C. § 3601 et seq.), which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale of rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. In accordance with the Fair Housing Act, the Secretary of HUD 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, 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.

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, as applicable.

**SECTION 2****Non-Discrimination in Programs and Activities**

The Contractor shall comply with the Age Discrimination Act of 1975 and implementing federal regulations, 42 U.S.C. § 6101 et seq., issued pursuant to the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act, or with respect to an otherwise qualified handicapped individual as provided in Chapter 126 of Title 42 and chapter 5 of Title 47 shall also apply to any Federal program or activity. (Also see 29 U.S.C.A. § 794)

**SECTION 3****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, as amended. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under this Agreement.

**SECTION 4**  
**Displacement, Relocation, Acquisition and Replacement of Housing**

Contractor understands that projects funded hereunder may be 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.

**SECTION 5**  
**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 Part 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.

**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 6**

**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 U.S.C. §§ 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.

**SECTION 7**

**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 federal funds for any contract for the construction, alteration or repair of the project funded under this Agreement with any contractor or subcontractor listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **SECTION 8**

### **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 set forth under 2 CFR Part 200, as applicable.

## **SECTION 9**

### **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 §200.112, shall apply. In all cases not governed by 2 CFR Part 200, the provisions of this section shall apply. Such cases include, but may not be limited to, 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).

(1) No persons described in paragraph (ii) (below) who exercise or have exercised any functions or responsibilities with respect to federal activities or who are in a position to participate in a decision-making process or gain inside information with regard to federal 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 federal assisted activity, or with respect to the proceeds of the federal assisted activity.

(2) 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 federal award.

## **SECTION 10**

### **Eligibility for Aliens Not lawfully Present in U.S.**

Contractor understands that aliens not lawfully present in the U.S., as described in 49 CFR § 24.208, are not eligible to apply for benefits under certain federal activities.

## **SECTION 11**

### **Compliance With Clean Air And Water Acts**

This Agreement may be subject to the requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401–7671q), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251–1387) and the regulations issued pursuant to the Clean Air Act and by the Environmental Protection Agency. In compliance herewith, the Contractor agrees that:

A. No facility to be utilized in the project or program is 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 applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401–7671q) the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251–1387).

C. As a condition for the award of this Agreement, the Contractor shall give prompt notice to the City of any notification of violations received from the Office of Federal Activities or the 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.

E. 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.

F. Contractors who receive subcontracts/subgrants of amounts in excess of \$150,000 are required to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251–1387).

G. Any violations of this Section 12 must be reported to the Federal awarding agency, the Regional Office of the Environmental Protection Agency (EPA), and the City.

## **SECTION 12** **Architectural Barriers 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 101–19.6, for general type buildings).

## **SECTION 13** **The Americans with Disabilities Act**

The Americans with Disabilities Act, also referred to as the ADA (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218 and 225), 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.

## **SECTION 14** **Records For Audit Purposes**

Without limitation to any other provision of the foregoing Agreement/Contract the Contractor shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient pursuant to 2 CFR § 200.333. The Contractor shall maintain records required by 24 CFR § 135.92 for the period required under 2 CFR § 200.333. 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 under 2 CFR § 200.336.

## **SECTION 15** **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 Part 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.

## SECTION 16

### **Additional Federal Requirements Under 2 CFR PART 200, Appendix II, As Applicable**

A. **Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. **Contract Minimum for Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

D. **Copeland Anti-Kick Back Act.** Contracts must also include a provision for compliance with the Copeland “Antikickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708).** Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. **Energy Policy and Conservation Act.** Contractor must 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 (42 U.S.C. § 6201).

H. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

I. **Procurement of Recovered Materials.** See 2 CFR § 200.322.

## EXHIBIT "L"

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Vendor is required to confirm that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the SUBRECIPIENT (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 AN VOLUNTARY EXCLUSION— LOWER TIER 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.

GAUGE ENGINEERING, LLC                      Q29882  
Engineer Company Name                      Contract Number

TERRY M. BARR  
Name

PRINCIPAL  
Title

                      07/22/2022  
Signature    Date


**EXHIBIT "M"****ANTI-LOBBYING CERTIFICATION**

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any City contract, 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 Agreements 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 Subrecipient, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Engineer Name:	GAUGE ENGINEERING, LLC
President:	DEREK ST. JOHN
Name of Authorized Official:	TERRY M. BARR
Signature:	
Date:	07/22/2022

## EXHIBIT "N"

### EQUAL OPPORTUNITY CLAUSE

The applicant 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 contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer 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 Engineer 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 Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, 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 Engineer 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 Engineer's legal duty to furnish information.
- (4) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Engineer 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 Engineer 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 Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Engineer 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 subcontractor or vendor. The Engineer 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 Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant 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 contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors 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 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 contractors 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 "O"

### HURRICANE HARVEY CDBG-DR REQUIREMENTS NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

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

**Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Agreement:**

#### **SECTION 1** **GENERALLY**

GLO Contract No. 19-147-001-B489 and any amendments thereto ("2019 Subrecipient Agreement");

GLO Contract No. 21-134-000-C788 ("2021 Subrecipient Agreement") On the date the U.S. Department of Housing and Urban Development ("HUD") approves Action Plan Amendment 8 (as such plan is described in the 2021 Subrecipient Agreement), the City's 2019 Subrecipient Agreement shall automatically terminate and the 2021 Subrecipient Agreement will become effective to govern this Agreement from that date forward;

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

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

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

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

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

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

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

The State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1 ("Action Plan"), as amended from time to time (available at: <https://recovery.texas.gov/action-plans/hurricane-harvey/index.html>);

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

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

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

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

#### **SECTION 2** **CIVIL RIGHTS**



Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 200d et seq.); 24 C.F.R. Part 1, “Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development – Effectuation of Title VI of the Civil Rights Act of 1964;”

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

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

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

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

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

“Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development”, 24 C.F.R. Part 8.

By signing this Agreement, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

### **SECTION 3** **LABOR STANDARDS**

The Davis-Bacon Act, as amended (40 U.S.C. § 276a – 276a-5): 29 C.F.R. Part 5; 24 C.F.R. Part 70; 24 C.F.R. § 570.603;

The Copeland “Anti-Kickback” Act (18 U.S.C. § 874): 41 C.F.R. Part 3; 24 C.F.R. Part 135;

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

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

Federal Executive Order 11246, as amended; and

Department of Labor Regulations at 29 C.F.R. Parts 1, 3, 5, 6 and 7.

### **SECTION 4** **EMPLOYMENT OPPORTUNITIES**

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

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

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

Federal Executive Order 11246, as amended.

### **SECTION 5** **GRANT AND AUDIT STANDARDS**

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

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

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

Title 1 Texas Administrative Code § 5.167(c).

**SECTION 6**  
**LEAD-BASED PAINT**

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

**SECTION 7**  
**HISTORIC PROPERTIES**

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

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

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

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

**SECTION 8**  
**ENVIRONMENTAL LAW AND AUTHORITIES**

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

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

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

**SECTION 9**  
**FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

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

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), 3 C.F.R., 1977 Comp., p. 171 particularly Sections 2 and 5.

**SECTION 10**  
**COASTAL ZONE MANAGEMENT**

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

**SECTION 11**  
**SOLE SOURCE AQUIFERS**

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

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

**SECTION 12**  
**ENDANGERED SPECIES**

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

**SECTION 13**  
**WILD AND SCENIC RIVERS**

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

**SECTION 14**  
**AIR QUALITY**

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

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

**SECTION 15**  
**FARMLAND PROTECTION**

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

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

**SECTION 16**  
**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Parts 50, 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3), as modified by waivers at 83 Fed. Reg. 5844; and

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

**SECTION 17**  
**ENVIRONMENTAL JUSTICE**

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

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

**SECTION 18**  
**SUSPENSION AND DEBARMENT**

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

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

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

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

**SECTION 19**  
**ACQUISITION/RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601 *et seq.*), 24 C.F.R. Part 42; 24 C.F.R. § 570.606; 49 C.F.R. § 24 (URA), as modified by waivers at 83 Fed. Reg. 5844;

Housing and Community Development Act of 1974, as amended by 24 C.F.R. § 42 and as modified by waivers at 83 Fed. Reg. 5844; and

The Protecting Tenants at Foreclosure Act of 2009.

City of Houston Housing and Community Development Department's Residential Anti-Displacement Policy, as the same may be amended (available at <https://recovery.texas.gov/files/housing-guidelines-requirements-reports/residential-antidisplacement-and-relocation-assistance-plan.pdf>).

**SECTION 20**  
**FAITH-BASED ACTIVITIES**

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

**SECTION 21**  
**CONSTRUCTION AND INSPECTION**

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*) and regulations and guidelines promulgated thereunder, including without limitation 24 C.F.R. Part 8;

Fair Housing Act and regulations and guidelines promulgated thereunder, including without limitation 24 C.F.R. Part 100;

24 C.F.R. §§ 982-401 (Section 8 Housing Quality Standards for Existing Housing);

The requirements of 24 C.F.R. § 570.614, which applies the standards of the Architectural Barriers Act (42 U.S.C. §§ 4151–4157) and the Americans with Disabilities Act (42 U.S.C. §§ 155, 201, 218 and 225) to CDBG-funded activities;

Green Building Standards at 83 Fed. Reg. 5844;

Texas Architectural Barriers Act, Article 9102, Tex. Civ. Stat. Ann. (1994) and the regulations and guidelines promulgated thereunder;

Chapter 10, Subsection 60 of the Texas Administrative Code and the regulations and guidelines promulgated thereunder; and

City of Houston's Minimum Property Standards, as amended from time to time.

**SECTION 22**  
**APPRAISAL**

49 C.F.R. § 24.2(a)(3) and 49 C.F.R. § 24.103.

**SECTION 23**  
**BROADBAND REQUIREMENTS**

Any new construction or substantial rehabilitation, as defined by 24 C.F.R. § 5.100, of a building with more than four (4) rental units must include installation of broadband infrastructure. For the purposes of this program, broadband service can either be hardwired or wireless, but it must be provided and 25 Mbps down and 3 Mbps up.

**SECTION 24**  
**OTHER REQUIREMENTS**

Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists, and Chapter 2306 of the Texas Government Code.

**EXHIBIT "P"**

**GLO HARVEY CONTRACT**

GLO CONTRACT No. 21-134-000-C788  
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM  
NON-RESEARCH & DEVELOPMENT  
HURRICANE HARVEY FUNDING

("2021 SUBRECIPIENT AGREEMENT")

**The 2021 Subrecipient Agreement to become effective to govern this Agreement on the date HUD approves the eighth amendment to the State of Texas Plan for Disaster Recovery: Hurricane Harvey Round 1, as amended from time to time, found at**

**<https://www.recovery.texas.gov/action-plans/hurricane/harvey/index.html>.**

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



**GLO CONTRACT No. 21-134-000-C788**  
**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM**  
**NON-RESEARCH & DEVELOPMENT**  
**HURRICANE HARVEY FUNDING**

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF HOUSTON**, Texas Identification Number (TIN) **17460011640** (“Subrecipient”), each a “Party” and collectively “the Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s (HUD) Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under (a) the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Pub. L. No. 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332) and (b) the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Pub. L. No. 115-123), enacted on February 9, 2018, to address unmet disaster recovery needs through activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301, *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from damage caused by Hurricane Harvey. The referenced areas, collectively, have been identified as Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR Federal Award Numbers B-17-DM-48-0001, awarded February 9, 2018, and B-18-DP-48-0001, awarded August 17, 2018, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

**ARTICLE I - GENERAL PROVISIONS**

**1.01 SCOPE OF PROJECT AND SUBAWARD**

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall develop and implement the Programs listed in **Attachment A**, as applicable, in the City of Houston (the

“Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02** below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO. The aggregate use of CDBG-DR funds shall benefit low- and moderate-income families in a manner ensuring at least 70% of the Subaward is expended for Activities that benefit such persons, unless another percentage is permitted by HUD in a published waiver as specified in the Federal Registers.

(b) **Subaward**

Subject to the terms and conditions of this Contract, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$835,087,843.00** (“Subaward”), payable as reimbursement of Subrecipient’s allowable expenses, to be used in strict conformance with the terms of this Contract, the Program Budgets listed in **Attachment A**, and the Performance Statements for the Programs, attached hereto and incorporated herein for all purposes.

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

All funds obtained by Subrecipient, regardless of the source, that are utilized on Subrecipient’s CDBG-DR Activities are subject to compliance with all applicable Federal and State regulations governing this Contract.

(c) **Approval Contingencies**

HUD must approve an eighth amendment to the Action Plan (“APA 8”), as drafted and posted for public comment by the GLO, for this Contract to be effective and enforceable. This Contract is expressly conditioned upon the occurrence of all of the following actions (collectively “Approval Contingencies”):

1. Approval of this Contract by City Council;
2. Execution of this Contract by the GLO’s Deputy Land Commissioner, the Mayor, and the Houston City Controller;
3. GLO’s publishing of APA 8 for public comment;
4. GLO’s submission of APA 8 to HUD; and
5. HUD’s approval of APA 8.

Unless all of the Approval Contingencies are completed and occur, this Contract shall be void and unenforceable and shall not be binding on any Party. The Parties have negotiated and signed this Contract in good faith under the assumption that HUD will approve or deny APA8 by June 30, 2021. In the event this assumption does not turn out to be correct, in that HUD has not approved or denied APA 8 by June 30, 2021, the Parties agree to explore ways to address materially adverse impacts, if any, associated with delays in such approval.

## 1.02 CONTRACT DOCUMENTS

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

- ATTACHMENT A:** City of Houston Program Budgets
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix for Subrecipients
- ATTACHMENT H:** Public Law 113-2 Contract Reporting Template
- ATTACHMENT I:** Program Completion Report
- PERFORMANCE STATEMENT 1:** Homeowner Assistance Program
- PERFORMANCE STATEMENT 2:** Single Family Development Program
- PERFORMANCE STATEMENT 3:** Multifamily Rental Program
- PERFORMANCE STATEMENT 4:** Small Rental Program
- PERFORMANCE STATEMENT 5:** Homebuyer Assistance Program
- PERFORMANCE STATEMENT 6:** Buyout Program
- PERFORMANCE STATEMENT 7:** Public Services Program
- PERFORMANCE STATEMENT 8:** Economic Revitalization Program
- PERFORMANCE STATEMENT 9:** City of Houston Planning Program
- PERFORMANCE STATEMENT 10:** City of Houston Administration

## 1.03 GUIDANCE DOCUMENTS

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

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan; and
- (d) other Guidance Documents posted at <https://recovery.texas.gov/>.

All Guidance Documents are incorporated herein in their entirety for all purposes and, once posted, shall be prospectively applicable to the Project unless required to be applied retroactively by law or by HUD regulations.



## 1.04 DEFINITIONS

“Acquisition” means the purchase by Subrecipient of real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. §5305(a)(1). Subrecipient may acquire property through voluntary relinquishment by the property owner upon purchase or through its eminent domain authority.

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

“Action Plan” means the State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, as amended and approved by HUD, found at <https://www.recovery.texas.gov/action-plans/hurricane-harvey/index.html>.

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

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

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

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically attached.

“Benchmark” means the milestones identified in a Performance Statement that defines Deliverables required for release of funding throughout the life of the Contract and signifies Program progress.

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

“Buyout” means an Acquisition by Subrecipient of real property in a floodplain or Disaster Risk Reduction Area with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land use restrictions, which require any structures on the property to be demolished or relocated and the land reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

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

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

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

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

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Disaster Risk Reduction Area](#),” or “[DRRA](#),” means a clearly delineated area established by Subrecipient in which real property suffered damage from Hurricane Harvey and the safety and well-being of area residents are at risk from future flooding events.

“[Down-payment Assistance](#)” means financial assistance provided under the Project to low-to moderate-income households to assist the households in purchasing residential properties in locations outside of floodplains or Disaster Risk Reduction Areas.

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

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03** herein.

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

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

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

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

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

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

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

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-DR grant allocations to provide guidance and training on the policies and procedures required to effectively implement CDBG-DR programs and timely spend grant funds.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

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

“[Housing Quality Standards](#)” means the minimum standards for new single-family homes and multifamily housing constructed under HUD Housing programs, as promulgated by HUD and outlined in 24 C.F.R. § 982.401.

“[Housing Unit](#)” means one single-family dwelling or one unit in a multi-family residential complex.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Monthly Activity Status Report](#)” means Project Benchmark status reports required under **Section 4.02** and included as **Attachment F** of this Contract.

“[Performance Statement](#)” means a statement of work for each Program listed in **Attachment A**, which includes specific Benchmarks and Activities required under the Program. The Performance Statements for this Contract are listed in **Section 1.02** as **Performance Statement 1, Performance Statement 2, Performance Statement 3, Performance Statement 4, Performance Statement 5, Performance Statement 6, Performance Statement 7, Performance Statement 8, Performance Statement 9, and Performance Statement 10** and are substantially the forms attached hereto and incorporated herein.

“[Program](#)” means each Community Development Block Grant – Disaster Recovery program administered by the City of Houston and listed in **Attachment A**.

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

“[Program Guidelines](#)” means, collectively, the individual sets of guidelines, standard operating procedures, and policies adopted by Subrecipient and approved by the GLO governing the implementation of each Program under this Contract, as applicable.

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

“[Project Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of performance of work relating thereto.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Relocation Assistance](#)” means monetary or other assistance provided under the Project to assist in the relocation of homeowners out of a floodplain or Disaster Risk Reduction Area.

“[Revision](#)” means the GLO’s written approval of changes to deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

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

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the terms or requirements of this Contract, issued by the GLO and provided to Subrecipient, that is applicable to specific subject matters pertaining to this Contract and to which the addressed Program participants shall be subject.

“[U.S.C.](#)” means the United States Code.

## **1.05 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, any GLO action taken under this Contract for the purposes of signaling consent, approval, or waiver shall be deemed performed at the GLO’s sole discretion. Notwithstanding the preceding sentence, the GLO shall not unreasonably withhold or delay any such approval, consent, or waiver.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day of Subrecipient.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.

- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; the GLO-approved Program guidelines; the Performance Statements; **Attachment A; Attachment E; Attachment B; Attachment C; Attachment F; Attachment G; Attachment H; Attachment I**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

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

### **2.01 REIMBURSEMENT REQUESTS**

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted 1) through the GLO's system of record, the Texas Integrated Grant Reporting (TIGR) system; and 2) in accordance with all written instructions provided by the GLO Project Manager. Written instructions provided by the GLO Project Manager will apply to submissions and resubmissions made after receipt of such instructions and will not be retroactive unless required by HUD or applicable law.

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

### **2.02 TIMELY EXPENDITURES**

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

**NOTWITHSTANDING THE REQUIREMENTS OF ANY OTHER SECTION OF THIS CONTRACT, THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN EXPENSE FOR WHICH SUBRECIPIENT SEEKS REIMBURSEMENT NOT LATER THAN NINETY (90) DAYS FROM THE DATE SUBRECIPIENT PAYS FOR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT. THIS PARAGRAPH SHALL NOT APPLY TO EXPENSES ALREADY PAID BY SUBRECIPIENT AS OF THE EFFECTIVE DATE; PROVIDED THAT SUBRECIPIENT SHALL ENDEAVOR TO TIMELY SUBMIT ALL PREVIOUSLY PAID BUT UNSUBMITTED EXPENSES TO THE GLO.**

Upon receipt of Subrecipient's initial reimbursement request, GLO shall use its best efforts to review and respond to the request within 14 days where practicable. Upon receipt of the Subrecipient's RFI response or follow up correspondence or submissions regarding a previously submitted reimbursement request, GLO shall use its best efforts to review and respond to the request within 7 days where practicable.

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

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

### **2.03 VARIANCE**

Amendments to decrease or increase the Subaward amount or to add or delete a Program or Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **Section 8.16**, below. Upon completion of any Program, the GLO shall formally close out the Program by issuing a close-out letter to Subrecipient. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

**SUBRECIPIENT SHALL SUBMIT FINAL BUDGETS AND ACTUAL EXPENDITURES AS PART OF THE PROGRAM COMPLETION REPORTS TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATES OR EXPIRES OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE PROGRAM COMPLETION REPORTS SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.**

### **2.04 PROGRAM INCOME**

In accordance with 24 C.F.R. § 570.489, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 24 C.F.R. § 570.489(e). Subrecipient shall report Program Income to the GLO in accordance with **ARTICLE IV** of this Contract. Subrecipient shall return all Program Income to the GLO at least quarterly, unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

## **ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT**

### **3.01 DURATION OF CONTRACT AND EXTENSION OF TERM**

This Contract shall become effective on the date HUD approves APA 8 ("Effective Date") and shall terminate on **August 31, 2024**, or upon the completion of all Benchmarks listed in the Performance Statements and required closeout procedures, whichever occurs first

(“Contract Period”). **Subrecipient must meet all Program Benchmarks in the Performance Statements, in accordance with Section 3.05, below. Subrecipient’s failure to meet any Benchmark as specified may result in suspension of payment or termination under Sections 3.02, 3.03, 3.04, or 8.16.**

### 3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least sixty-five (65) days after the date of the notice. On the specified termination date, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. GLO shall make reasonable efforts to process all then-pending eligible and complete draw requests by Subrecipient within forty-five (45) days of receipt of termination notice. The Parties acknowledge and agree that, after delivery of such termination notice, GLO shall not direct any new actual or potential Program beneficiaries to contact Subrecipient for any service relating to any terminated Program once the GLO has received all Program documentation. **If such early termination occurs, GLO shall pay or reimburse Subrecipient for all eligible costs and expenses (per the terms of this Contract) incurred or accrued by Subrecipient up to the date of termination, but not already paid for by GLO, up to the amount of Subaward funds remaining under this Contract.**

### 3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any material term, covenant, or provision contained in this Contract, as “material” is defined at the GLO’s sole discretion for the relevant term, covenant, or provision; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract that Subrecipient knew or should have known, as determined by the GLO, was materially incorrect. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

### 3.04 REMEDIES; NO WAIVER

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

The GLO’s rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally

existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

### **3.05 PROGRAM BENCHMARKS**

The GLO shall provide Subrecipient with monthly progress reports reflecting whether, in the GLO's sole judgment, Subrecipient has timely met 30%, 50%, or 75% of each Program Benchmark. The Parties agree that this notice is for the sole purpose of enabling the Parties to confer and prevent any avoidable failures by either Party delaying achievement of the Program Benchmarks and shall not be construed to be a binding or determinative monitoring or audit finding or a binding determination of success or failure by Subrecipient to meet any Benchmark. Further, the GLO's failure to provide Subrecipient with a monthly progress report shall not relieve Subrecipient of its burden to meet any Benchmark.

The GLO shall not terminate a Program if Subrecipient is within a total of one million dollars of the relevant Program Benchmark by a specified deadline, as set forth in the Performance Statements (e.g. if the Benchmark is 30% of Program funds, or \$18,000,000, by Q2 2022, and Subrecipient achieves \$17,000,000 of the \$18,000,000 Benchmark by Q2 2022, the GLO shall not terminate the Program).

Nothing in this Section shall affect the GLO's right to terminate this Contract under this Article.

## **ARTICLE IV - CONTRACT ADMINISTRATION**

### **4.01 SUBMISSIONS – GENERALLY**

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.10** of the Contract and all other reports and documentation the GLO requires, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO. The GLO will use its best efforts to provide Subrecipient with written instructions relating to submissions prior to submission deadlines.

Required Program documentation previously approved by the GLO must be submitted for reapproval by the GLO program area. At the GLO's discretion, reapproval may be completed by a simple signoff, cursory review, or blanket approval of submissions (e.g. for previously approved environmental reviews, Program Guidelines, etc.) by the GLO program area.

**If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may withhold any payments, pending Subrecipient's correction of the deficiency.**

#### **(a) Program Guidelines**

Not later than the close of business sixty (60) days after the Effective Date of this Contract, Subrecipient must submit to the GLO for approval or reapproval Program Guidelines for each Program to be operated by Subrecipient under this Contract



Subrecipient may submit revised versions of existing Program Guidelines previously approved by the GLO for Programs operated by Subrecipient..

(b) **Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

#### 4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report), for each Program Activity identified in the Performance Statements, on or before on the fifteenth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Any licenses or permits required for the work identified in the Performance Statements shall be included as a part of the Monthly Activity Status Report for the period during which they are obtained, pursuant to **Section 8.01** herein. Subrecipient shall email Monthly Activity Status Reports to DR.Status.Reporting@recovery.texas.gov.

#### 4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit on the fifteenth day of each month to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Reports shall be submitted to cdrsubsreporting@recovery.texas.gov, unless otherwise specified in a Technical Guidance Letter issued under this Contract. Subrecipient shall only report contracts as defined in 2 CFR § 200.22. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at <https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/>. Additional information about this reporting requirement is available in Federal Register publications governing the Hurricane Harvey CDBG-DR funding allocation.

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

### **5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated under (i) the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Pub. L. No. 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), and (ii) the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Pub. L. No. 115-123), enacted on February 9, 2018, to address unmet disaster recovery needs through Activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from damage caused by Hurricane Harvey. The referenced areas, collectively, have been identified as Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). The fulfillment of this Contract is based on the funds described above being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **All CDBG-DR Program participants must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Subrecipient shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents.** A DUNS number may be obtained by visiting the Dun & Bradstreet website: <https://www.dnb.com>. A CAGE code will be assigned when the obtained DUNS number is registered with the System for Award Management at <https://www.sam.gov>. Assistance with the System for Award Management website may be obtained by calling 866-606-8220. **Each CDBG-DR Program participant is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

### **5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

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

### **5.03 RECAPTURE OF FUNDS**

Subrecipient shall carry out the Activities under the Contract in a manner that complies with the terms and conditions of the Contract and all applicable laws. The GLO may recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for any Program or Activity that does not meet a CDBG-DR Program National Objective as specified in each Performance Statement or that is not otherwise eligible under CDBG-DR regulations.**

### **5.04 OVERPAYMENT AND DISALLOWED COSTS**

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

### **5.05 FINAL BENCHMARK**

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

## **ARTICLE VI - INTELLECTUAL PROPERTY**

### **6.01 OWNERSHIP AND USE**

- (a) Except for City Materials (as defined below in 6.01(c)), and except for any third-party proprietary intellectual property or information for which the City does not have a legal ownership right, the Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party and without expense or charge. For any

City or third-party proprietary intellectual property or information for which the City has a license to use or access, the City shall provide the GLO at least one (1) user license.

- (b) Except for City Materials, and except for any third-party proprietary intellectual property or information for which the City and/or the GLO do not have a legal ownership right, Subrecipient grants the GLO and HUD a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for governmental purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.
- (c) “City Materials” means all works of authorship, materials, information, and other intellectual property created prior to the performance of any City obligation under this Contract, plus any modifications or enhancements thereto and derivative works based thereon, unless any such modifications, enhancements, or derivative works were funded using CDBG-DR funds. For clarity, if modifications, enhancements, or derivative works were funded using CDBG-DR funds, then only the applicable modification, enhancements, or derivative works are not included in the definition of City Materials. City Materials also includes all documents subject to attorney-client, work product, or other privilege.

#### **6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES**

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

#### **6.03 DISCLAIMER REQUIRED**

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

### **ARTICLE VII - RECORDS, AUDIT, AND RETENTION**

#### **7.01 BOOKS AND RECORDS**

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

## 7.02 INSPECTION AND AUDIT

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

## 7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

### (a) Subrecipient Self-Audit

Upon the GLO's or HUD's approval, Subrecipient may conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient may use funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the Activities funded under this Contract, provided that the GLO shall not pay the cost of such audit services until the GLO has received Subrecipient's satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement must clearly show the percentage of cost allocable to the Activities funded under this Contract relative to the total cost of the audit services. Therefore, Subrecipient shall

submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, Subrecipient shall submit an explanation with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) **Targeted Audits and Monitoring Visits**

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

**7.04 PERIOD OF RETENTION**

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

**ARTICLE VIII - MISCELLANEOUS PROVISIONS**

**8.01 LEGAL OBLIGATIONS**

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

**8.02 INDEMNITY**

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

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

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

### **8.03 INSURANCE AND BOND REQUIREMENTS**

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this Section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

### **8.04 ASSIGNMENT AND SUBCONTRACTS**

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

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

#### **8.05 PROCUREMENT**

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

Texas Comptroller's Vendor Performance Program at:  
<https://comptroller.texas.gov/purchasing/>;

and the Federal General Services Administration's System for Award Management at:  
<https://www.sam.gov>.

#### **8.06 PURCHASES AND EQUIPMENT**

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules including those listed in **Attachment D**. Subrecipient shall retain title to and possession of any Equipment or computer software unless and until disposed of in accordance with federal regulations. For the duration of the record retention period specified in Section 7.04, Subrecipient shall provide the GLO full access to and, if required, a license to use, Equipment and computer software necessary to access or obtain all Project data; in the alternative, Subrecipient may upload all Project data, in readable and accessible formats, to the GLO's system of record prior to disposing of or removing the GLO's access to the Equipment or computer software in question. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with Program funds under the Contract, including the name of the manufacturer, the model number, and the serial number, if applicable. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including those listed in **Attachment D**.

#### **8.07 COMMUNICATION WITH THIRD PARTIES**

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



## **8.08 RELATIONSHIP OF THE PARTIES**

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

## **8.09 COMPLIANCE WITH OTHER LAWS**

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

## **8.10 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below. For the convenience of the Parties only, a duplicate copy of all notices deposited in the U.S. mail or with a common carrier shall also be emailed to the other Party.

### **GLO**

Texas General Land Office  
1700 N. Congress Avenue, 7<sup>th</sup> Floor  
Austin, TX 78701  
Attention: Contract Management Division

Email: [Joseph.Cardona@glo.texas.gov](mailto:Joseph.Cardona@glo.texas.gov), [Heather.Lagrone.glo@recovery.texas.gov](mailto:Heather.Lagrone.glo@recovery.texas.gov),  
and [Ginger.Mills@glo.texas.gov](mailto:Ginger.Mills@glo.texas.gov)

### **Subrecipient**

City of Houston  
2100 Travis Street, 9<sup>th</sup> Floor  
Houston, TX 77002  
Attention: Director of Housing and Community Development Department

Email: [Tom.McCasland@houstontx.gov](mailto:Tom.McCasland@houstontx.gov) and [Kennisha.London@houstontx.gov](mailto:Kennisha.London@houstontx.gov)

Notice may be given by personal service or via email and shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

### **8.11 GOVERNING LAW AND VENUE**

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

### **8.12 SEVERABILITY**

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

### **8.13 DISPUTE RESOLUTION**

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO and Subrecipient reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**

### **8.14 CONFIDENTIALITY**

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without notice to the GLO and the City shall use its best efforts to provide such notice in advance of the communication, where feasible.

### **8.15 PUBLIC RECORDS**

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and

other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Upon the GLO's written request, Subrecipient will make any information the GLO requests that was created or exchanged by or on behalf of Subrecipient with the GLO or State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel by the close of Subrecipient's next business day of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall use its best efforts to forward the third party's contact information to the above-designated e-mail address.

**Subrecipient shall, in accordance with the PIA, release the following information upon receipt of an open records request:**

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

## **8.16 AMENDMENTS TO THE CONTRACT**

Amendments to decrease or increase the Subaward, to add or delete a Program or an Activity, to extend the term of the Contract, and/or to make other substantial amendments to the Contract may be made only by written agreement of the Parties, under the formal Amendment process outlined below, except that:

- (a) upon completion of a Program, the GLO shall issue a close-out letter pursuant to **Section 2.03**; and
- (b) in the event Subrecipient fails to meet a Program Benchmark as scheduled in a Performance Statement, the GLO may, at its discretion, and in strict accordance with this Contract, including Section 3.05, unilaterally terminate the related Program and Program funding under this Contract and modify the Contract through a Revision to the reflect the same.

The formal Amendment process requires submission by the GLO Project Manager of the proposed amended language or amount to the GLO Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO, and in conformance with federal law, the GLO may approve other adjustments required during Project performance by the GLO by

way of a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such approvals must be in writing and may be delivered by U.S. mail or electronic mail. Unless the Parties mutually agree otherwise in writing or otherwise required by law or HUD regulation, such Revision or Technical Guidance Letter shall become effective and apply prospectively to matters that were not yet in progress as of the date of the Revision or Technical Guidance letter.

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

#### **8.17 REVISIONS TO PERFORMANCE STATEMENTS**

Notwithstanding the requirements in **Section 8.16**, Performance Statements, including any Program Benchmark(s) stated in any Performance Statement, may be revised by Subrecipient quarterly and submitted to the GLO for approval. Unless required under **Section 8.16**, a proposed Revision to any Performance Statement does not require application of the formal Amendment process, but must be approved by the GLO, in writing, in order to take effect.

#### **8.18 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract, its Attachments, and any Amendments, Technical Guidance Letters, and/or Revisions issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in each Attachment, Technical Guidance Letter, and Revision shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

#### **8.19 PROPER AUTHORITY**

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

#### **8.20 COUNTERPARTS**

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

#### **8.21 SURVIVAL**

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 2.05, 3.02, 3.04, 3.05, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, and 8.16** of this Contract and any

other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

## **8.22 CONTRACT CLOSEOUT**

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

## **8.23 INDIRECT COST RATES**

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

## **8.24 CONFLICT OF INTEREST**

- (a) Subrecipient shall abide by the provisions of this Section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict of interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, which standards may be located in various Subrecipient governing documents, including but not limited to, state law, the Subrecipient's Charter, Code of Ordinances, Administrative Procedures, Administrative Policies, Executive Orders, and departmental policies and procedures.

## **8.25 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure in writing and, if possible, such notice must set forth the extent and duration thereof. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and shall resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this

Contract immediately upon written notification to Subrecipient. If such early termination occurs, the GLO shall pay or reimburse Subrecipient for all eligible costs and expenses (per the terms of this Contract) incurred or accrued by Subrecipient up to the date of termination, but not already paid for by the GLO, up to the amount of Subaward funds remaining under this Contract.

## **8.26 ENVIRONMENTAL CLEARANCE REQUIREMENTS**

- (a) Subrecipient is responsible for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of the Project. Subrecipient shall prepare an environmental review or assessment of each Activity in accordance with applicable laws, regulations, rules, and guidance, for GLO review and authorization to use grant funds. Subrecipient shall maintain a written Environmental Review Record (“ERR”) for each Activity, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO. To the extent Subrecipient already conducted and received GLO approval of an ERR or obtained environmental clearance for an Activity, such review or clearance shall be treated as if performed pursuant to this Section 8.26(a) as of the date the authorization to use grant funds was issued and Subrecipient shall not be required to conduct another duplicative review or obtain a duplicative clearance.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into Interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more Interagency agreements into this contract via a Technical Guidance Letter.

## **8.27 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS**

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about the Programs, including ensuring that Program information is available in the appropriate languages for the geographical area served by the Subrecipient. Information furnished to citizens shall include, without limitation:
  - (i) The amount of CDBG-DR funds expected to be made available;
  - (ii) The range of Activities that may be undertaken with the CDBG-DR funds;

- (iii) The estimated amount of the CDBG-DR funds proposed to be used for Activities meeting the national objective of benefiting low-to-moderate income persons; and
  - (iv) A clear statement if any proposed CDBG-DR Activities are likely to result in displacement and the entity's anti-displacement and relocation plan.
- (b) Complaint Procedures: Subrecipient must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business, so they may obtain a copy of these written procedures.
- (c) Technical Assistance: Subrecipient shall provide technical assistance to all Program participants, regardless of income, abilities, or LMI status, and shall make reasonable accommodations for any potential Program participant who requires assistance to access any Program. For example, Subrecipient shall provide an alternative means for completing a Program application for any applicant who is unable to access an online application.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of the Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

## **8.28 SIGNAGE REQUIREMENTS**

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

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

All signage required under this Section shall contain the following:

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

## **8.29 PROCUREMENT OF RECOVERED MATERIALS**

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - (ii) In a way that meets Contract performance requirements; or
  - (iii) At a reasonable price.
- (b) Additional information about the requirement in 2 CFR § 200.322 for the maximum use of recovered/recycled materials, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>, along with the list of EPA-designated items.

### **8.30 EQUAL OPPORTUNITY CLAUSE**

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

**“During the performance of this contract, the contractor agrees as follows:**

**(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:**

**Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.**

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

**(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing,**



or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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 contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of 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 subcontractor 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.”

Subrecipient 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 Subrecipient 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 contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the

equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient 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, as defined in 41 C.F.R. § 60-1.3, 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 contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

Subrecipient may make such necessary changes in language in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

### **8.31 INFORMATION AND DATA SECURITY STANDARDS**

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

### **8.32 STATEMENTS OR ENTRIES**

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

**Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.**






**SIGNATURE PAGES FOLLOW**

**GLO SIGNATURE PAGE FOR GLO CONTRACT NO. 21-134-000-C788  
SUBRECIPIENT AGREEMENT – HURRICANE HARVEY – ROUND 1**

**GENERAL LAND OFFICE**

DocuSigned by:  
  
7C299F4374E7497/...  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner

Date of execution: 2/10/2021

OGC   
PM   
SDD   
DGC   
GC 

**ATTACHED TO THIS CONTRACT:**

- ATTACHMENT A:** City of Houston Program Budgets
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix for Subrecipients
- ATTACHMENT H:** Public Law 113-2 Contract Reporting Template
- ATTACHMENT I:** Program Completion Report
- PERFORMANCE STATEMENT 1:** Homeowner Assistance Program
- PERFORMANCE STATEMENT 2:** Single Family Development Program
- PERFORMANCE STATEMENT 3:** Multifamily Rental Program
- PERFORMANCE STATEMENT 4:** Small Rental Program
- PERFORMANCE STATEMENT 5:** Homebuyer Assistance Program
- PERFORMANCE STATEMENT 6:** Buyout Program
- PERFORMANCE STATEMENT 7:** Public Services Program
- PERFORMANCE STATEMENT 8:** Economic Revitalization Program
- PERFORMANCE STATEMENT 9:** City of Houston Planning Program
- PERFORMANCE STATEMENT 10:** City of Houston Administration

**CITY OF HOUSTON SIGNATURE PAGE FOLLOWS**

**CITY OF HOUSTON SIGNATURE PAGE FOR GLO CONTRACT NO. 21-134-000-C788  
SUBRECIPIENT AGREEMENT – HURRICANE HARVEY – ROUND 1**

DS

**ATTEST/SEAL:**



DocuSigned by:

*Pat Jefferson-Daniel*

2F30AB366C0B4B1...

City Secretary

**CITY OF HOUSTON, TEXAS**

Signed by:

DS

*Brenda Bonham*

Mayor

DocuSigned by:

*Brenda Bonham*

9722041C6B344EC...

**APPROVED:**

DocuSigned by:

*Tom McLasland*

BB4243B4670F4BF...

Director, Housing and Community  
Development Department

**COUNTERSIGNED BY:**

DS

*Leonard Polk*

City Controller

DocuSigned by:

*Leonard Polk*

69DD4F50D145438...

**APPROVED AS TO FORM:**

DocuSigned by:

*Deidra Penny*

BDADC1F77230449...

First Assistant City Attorney

**DATE COUNTERSIGNED:**

2/9/2021

**ATTACHMENTS FOLLOW**

**CITY OF HOUSTON PROGRAM BUDGETS**

<b>Program</b>	<b>Grant Funds</b>	<b>Other Funds</b>	<b>Total</b>
Homeowner Assistance Program	\$82,184,209.00		\$82,184,209.00
Single Family Development Program	\$60,000,000.00		\$60,000,000.00
Multifamily Rental Program	\$450,050,472.00		\$450,050,472.00
Small Rental Program	\$25,000,000.00		\$25,000,000.00
Homebuyer Assistance Program	\$33,688,328.00		\$33,688,328.00
Buyout Program	\$55,800,000.00		\$55,800,000.00
Public Services Program	\$60,000,000.00		\$60,000,000.00
Economic Revitalization Program	\$30,264,834.00		\$30,264,834.00
City of Houston Planning Program	\$23,100,000.00		\$23,100,000.00
City of Houston Administration	\$15,000,000.00		\$15,000,000.00
<b>Total</b>	<b>\$835,087,843.00</b>		<b>\$835,087,843.00</b>

**ASSURANCES - CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0009  
Expiration Date: 02/28/2022

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


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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
DocuSigned by:  Tom McLasland		Director	
APPLICANT ORGANIZATION		DATE SUBMITTED	
City of Houston		2/5/2021	

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871***Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

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

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

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

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

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

*Statement for Loan Guarantees and Loan Insurance:*

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

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

NAME OF APPLICANT  
City of Houston

AWARD NUMBER AND/OR PROJECT NAME  
21-134-000-C788

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Tom McCasland

Director

SIGNATURE

DocuSigned by:

Tom McCasland

BB4243B4670F4BF...

DATE

2/5/2021

1 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.



**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)OMB Number: 4040-0013  
Expiration Date: 02/28/2022

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

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

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

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

---

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

### **General Affirmations**

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

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

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative, Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Subrecipient's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Subrecipient seeks as damages; and (3) the legal theory of recovery.
  - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the Subrecipient or State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO and Subrecipient do not waive any privileges, rights, defenses, or immunities available to them by entering into this Contract or by their conduct, or by the conduct of any representative of the Parties, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
  13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
  14. Subrecipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.
18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES,

AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT HAS NOT APPROPRIATED ANY MONEY FOR PAYMENT UNDER THIS CONTRACT AND NOTHING IN THIS PROVISION REQUIRES THAT FUNDS BE ASSESSED OR COLLECTED OR THAT A SINKING FUND BE CREATED FOR ANY CLAIMS ARISING UNDER THIS CONTRACT.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT HAS NOT APPROPRIATED ANY MONEY FOR PAYMENT UNDER THIS CONTRACT AND NOTHING IN THIS PROVISION REQUIRES THAT FUNDS BE ASSESSED OR COLLECTED OR THAT A SINKING FUND BE CREATED FOR ANY CLAIMS ARISING UNDER THIS CONTRACT.

23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL. SUBRECIPIENT HAS NOT APPROPRIATED ANY MONEY FOR PAYMENT UNDER THIS CONTRACT AND NOTHING IN THIS PROVISION REQUIRES THAT FUNDS BE ASSESSED OR COLLECTED OR THAT A SINKING FUND BE CREATED FOR ANY CLAIMS ARISING UNDER THIS CONTRACT.

24. Subrecipient has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.



26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Subrecipient expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other

technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO’s Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, all Subrecipient employees, vendors, contractors, and individuals acting for or on behalf of Subrecipient pursuant to this Contract with access to the state system or database must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO, during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO the completion of the cybersecurity training program when such training is required by this clause.

37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

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

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

**GENERALLY**

The Acts and Regulations specified in this Contract;

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

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

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

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

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

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

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

Disaster Recovery Implementation Manual; and

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

**CIVIL RIGHTS**

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

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

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

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

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

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

### **LABOR STANDARDS**

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

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

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

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

Federal Executive Order 11246, as amended.

### **EMPLOYMENT OPPORTUNITIES**

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

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

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

Federal Executive Order 11246, as amended.

### **GRANT AND AUDIT STANDARDS**

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

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

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

Title 1 Texas Administrative Code § 5.167(c).

### **LEAD-BASED PAINT**

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

### **HISTORIC PROPERTIES**

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

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

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

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

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

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

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

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

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

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

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

#### **COASTAL ZONE MANAGEMENT**

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

#### **SOLE SOURCE AQUIFERS**

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

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

#### **ENDANGERED SPECIES**

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

#### **WILD AND SCENIC RIVERS**

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

#### **AIR QUALITY**

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

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

**FARMLAND PROTECTION**

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

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

**HUD ENVIRONMENTAL STANDARDS**

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

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

**ENVIRONMENTAL JUSTICE**

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

**SUSPENSION AND DEBARMENT**

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

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

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

**OTHER REQUIREMENTS**

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

**ACQUISITION / RELOCATION**

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

**FAITH-BASED ACTIVITIES**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## SPECIAL CONDITIONS

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

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

### A. REIMBURSEMENT, GENERALLY

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

### B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

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



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

### **C. PROJECT MAPPING/DESIGN INFORMATION**

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

### **D. WATER SYSTEM IMPROVEMENTS**

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

### **E. SEWER SYSTEM IMPROVEMENTS**

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

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

### **F. WASTEWATER TREATMENT CONSTRUCTION**

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

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

#### **G. SEPTIC SYSTEM IMPROVEMENTS**

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

#### **H. BUILDING CONSTRUCTION**

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

#### **I. BRIDGE CONSTRUCTION/REHABILITATION**

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

#### **J. DISASTER SHELTERS**

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

#### **K. DEBRIS REMOVAL**

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris

identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

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

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

#### **L. USE OF BONDS**

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

#### **M. PROGRAM GUIDELINES**

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

#### **N. COMPLIANCE PERIODS FOR PROGRAMS**

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

#### **O. COASTAL MANAGEMENT**

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

#### **P. INELIGIBLE HOUSING ACTIVITIES**

The following are ineligible housing activities:

- (1) Forced mortgage payoff
- (2) Incentive payments to households that move to disaster-impacted floodplains
- (3) Properties that served as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance or housing incentives

- (4) Rehabilitation/reconstruction of homes located in the floodway
- (5) Rehabilitation/reconstruction of a home where:
  - i. the combined household income is greater than 120 percent AMI or the national median, and
  - ii. the property was as located in a floodplain at the time of the disaster, and
  - iii. the property owner did not maintain flood insurance on the damaged property, even when the property owner was not required to obtain and maintain such insurance.
- (6) Assistance for the repair, replacement, or restoration of a property to a person who has failed to meet Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which states that no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property.



## **GLO Information Security Appendix for Subrecipients**

### **1. Definitions**

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

“[GLO Data](#)” means any data, document, or information, which includes PII and/or SPI, as defined below, provided by the GLO to Provider for the purpose of providing disaster assistance to individuals in the performance of the Contract. GLO data does not include other information that is publicly available or lawfully made available to Provider through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” has the meaning defined at Tex. Bus. & Com. Code § 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” has the meaning defined in Tex. Bus. & Com. Code § 521.002(a)(2). SPI does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

### **2. Security and Privacy Compliance**

- 2.1. Provider shall keep all GLO Data received under the Contract and any documents containing GLO Data strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices, including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1 All such safeguards shall comply with applicable data protection and privacy laws. Provider shall provide within thirty (30) days of execution of the Contract and annually thereafter certification or attestation of meeting or exceeding accepted industry best practices. Such certification or attestation may be satisfied by the submission of Provider’s information security program documentation demonstrating alignment to accepted industry practices.
- 2.4. Provider will legally bind any Subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Provider shall

ensure that the requirements stated herein are imposed on any Subcontractor of Provider's Subcontractor(s).

- 2.5. Provider will not share PII or SPI Data with any third parties, except as necessary for Subrecipient's performance under the Contract.
- 2.6. Provider will ensure that annual privacy and security training is completed by its employees or Subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII and/or SPI on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion. The requirement for initial privacy and security training may be satisfied by verifiable existing security awareness training.
- 2.7. Any GLO Data maintained or stored by Provider or any Subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

### **3. Data Ownership and Return of Data**

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Provider or to which Provider otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If any part of the GLO Data, in any form, provided to Provider ceases to be necessary for Provider's performance under the Contract, Provider shall promptly thereafter securely return such GLO Data to the GLO, or, at the GLO's written request and/or approval, destroy, uninstall, and/or remove all copies of GLO Data in Provider's possession or control and certify to the GLO that such tasks have been completed. If such return of GLO Data is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of or GLO-owned data infeasible. However, no provision in this Section 3.2 in no event shall circumvent the record-keeping and access requirements applicable to the Contract.

### **4. Data Mining**

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

## 5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by Provider, Provider agrees to use commercially reasonable efforts to notify the GLO as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within five business days from the date Provider notifies GLO of the Breach of Security or suspected Breach of Security, Provider agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected, to the extent such information is known and available to Provider at that time.
- 5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Provider agrees to take all reasonable steps to promptly mitigate a Breach of Security and take steps designed to reduce the risk of any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without obtaining GLO's prior written consent unless such action is required by law or court order, is in connection with a law enforcement or investigative activities, or notification to the third party is done for the purpose of containing or remediating a Breach of Security.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

## 6. Completion of Security Questionnaire

- 6.1. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.
- 6.2. Upon obtaining Provider's responses to GLO's information security questionnaire regarding Provider's business practices and information technology environment, GLO shall keep Subrecipient's business practices and information technology environment ("City Security Information") strictly confidential and shall not use the City Security Information for any other purpose not expressly authorized by Provider under this Contract and shall not disclose City Security Information to third parties. GLO shall destroy and certify to such destruction of all City Security Information and any other documents and materials related thereto within five business days of the expiration or termination of this Contract or when the need to know no longer exists, whichever is earlier.



### P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below.

Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to <https://www.onecpd.info/get-assistance/my-question/> for DRGR technical assistance.

**Data Fields:**

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. <u>Note:</u> Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.





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

**Subrecipient/Grant Administrator:**

**GLO Contract Number:**  **DUNS No.**

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

HOUSING

## Part I. General Reports

### Certificate of Expenditures:

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

### Civil Rights & Citizen Participation:

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

Fair Housing Activity (describe):

Work Completed Date:

### Certifications:

As Executive Director, I certify that:

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

Name and Title (Print)	Signature	Date
------------------------	-----------	------

**Attachments:** The following documents support this report.

Original Submittal,  
also submitted via email

Revision Date revised:

## Part II. Performance Report

Report work performed, performance measures and beneficiary data for each contract budget activity.

### Actual Accomplishments:

Activity/Project:			
Project Description/Location:			
Project Accomplishments:		Total #:	

### HUD Performance Measures:

Activity	Objective	Outcome
Benefit Indicator		
Special Category		

### Beneficiary Detail - Activities

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons and households.

**Activity:**

### Beneficiaries by Demographic:

Gender	No. of Persons			No. of Households (demographics of the Head of Household)		
	Male	Female	Total	Male	Female	Total
Race	Non-Hispanic	Hispanic	Sub-Total	Non-Hispanic	Hispanic	Sub-Total
<b>Grand Total:</b>						

### Beneficiaries by Income:

Income Level	No. of Persons	No. of Owner Occupied Households	No. of Renter Occupied Households
Very Low (at or below 30% of the AMFI)			
Low (31-50% of the AMFI)			
Moderate (51-80% of the AMFI)			
Non-Low/Moderate (above 80% of the AMFI)			
<b>Total</b>			

Subtotal - All Low/Mod		
Percent Low/Mod	0.00%	0

**Click "+" button to include another Activity/Project.**

**Part III Final Financial Interest Report**

Report all contracts executed under this CDBG-DR contract that are valued at or above \$2,000.

**Contracts with no subcontractors**

Type of Services	Business Name	Contract Amount			Qtr Executed
		CDBG-DR Funds	Other Funds	Total Dollars	

At least one contract executed under this CDBG-DR contract includes subcontracts valued at or above \$10,000.

No contracts executed under this CDBG-DR contract include subcontracts valued at or above \$10,000.

## CITY OF HOUSTON

### HOMEOWNER ASSISTANCE PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following Housing Activities in the City of Houston in strict accordance with the terms of Subrecipient's approved Homeowner Assistance Program Guidelines, the Contract, and all Attachments, whether attached physically or incorporated by reference.

#### Homeowner Assistance Program (HoAP)

Subrecipient will provide rehabilitation, reconstruction, and reimbursement Activities for Low- to Moderate-Income (LMI) individual households and non-LMI individuals that were affected by Hurricane Harvey in order to meet the dual National Objectives of benefiting LMI persons and meeting an urgent need (UN), thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery costs, as defined in the Action Plan, will not exceed ten percent (10%) of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible Housing Activities allowed under CDBG-DR; Sections 105(a)(1), 105(a)(3-4), 105(a)(8), 105(a)(11), 105(a)(18), and 105(a)(25) of the Act; and 24 C.F.R. § 570.201(g) include, but are not limited to, single-family owner-occupied rehabilitation and reconstruction, hazard mitigation, relocation assistance, demolition only, other Activities associated with the recovery of impacted single-family housing stock, and payment of non-federal share. A waiver eligible under FR-6066-N-01 permits housing incentives and other requirements for one-for-one replacement housing, relocation, and real property acquisition requirements.

The following types and estimated numbers of Activities will be assisted under the Contract:

<b>Activity Type</b>	<b>National Objective</b>	<b>Estimated Number of Activities Served</b>
Rehabilitation	LMI	360
Rehabilitation	UN	11
Reimbursement	LMI	221
Reimbursement	UN	205
<b>Total</b>		<b>797</b>

Subrecipient will perform the following Housing Activities as part of the Homeowner Assistance Program (HoAP) within the city limits of Houston. The HoAP program will operate under the Subrecipient's HoAP Guidelines, which GLO has already approved and which may be amended from time to time upon GLO's approval. Subrecipient may refer to the GLO Homeowner Assistance Program Guidelines for further technical guidance regarding this Program. Upon approval by the GLO, Subrecipient's HoAP Program Guidelines must be posted on Subrecipient's website.

### Rehabilitation and Reconstruction

Subrecipient will provide homeowner rehabilitation (including elevation) and reconstruction assistance Activities for an estimated 371 households, of which it is anticipated that 360 will be LMI households. Subrecipient will manage and complete the construction process for the rehabilitation or reconstruction of damaged homes on behalf of homeowners. Subrecipient anticipates contracting with a firm(s) to provide design and construction services for the rehabilitation or reconstruction of damaged properties.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed portion of each property complies with local building codes and that the entire structure complies with local health and safety codes and standards; all applicable federal, state, and local building codes; Housing Quality Standards; and one of the Green Building Standards as required by the Harvey Federal Register.

All reconstructed Housing Units must comply with the universal design features in new construction (as established by the GLO's Construction Standards and Specifications, Energy Standards verified by a U.S. Department of Energy Building Energy Codes Program, RESCHECK Certification, the International Residential Codes and as required by Subchapter G, Chapter 214, Local Government Code) and specifications such as Energy Standards verified by a U.S. Department of Energy Building Energy Codes Program. All replacement housing, including manufactured housing units or modular homes, must comply with HUD, Program Guidelines, construction standards, and state, local, or regional building codes, as applicable.

Subrecipient shall conduct at a minimum a 50% inspection and final inspection, as required by the GLO rehabilitation and reconstruction standards, to meet the requirements of the International Residential Code 2012 or the Local, County, State, or Federal Code, whichever is most stringent. If any Housing Units are located within a Catastrophe Area, as defined in Section 2210.005 of the Texas Insurance Code, and suffer damage due to windstorms and/or hail, Subrecipient must obtain certificates of completion from the Texas Department of Insurance pursuant to the requirements of Section 2210.2515 of the Texas Insurance Code and Subrecipient's permitting office. Costs for rehabilitation, reconstruction, and new construction must be reasonable and consistent with market costs at the time and place of construction.

### Reimbursement

Subrecipient will offer a reimbursement option to an estimated 426 households, of which it is estimated that 221 will be LMI households. The assisted households will have completed partial or full repairs on their homes before applying to the Program. Households may be eligible for reimbursement of eligible expenses incurred, prior to application to the Program, for work performed to minimum Program standards, following an environmental clearance. Xactimate® or a similar industry-standard tool will be used to ensure cost reasonableness, and the work will be verified through an on-site inspection by Subrecipient or Subrecipient's designee.

Subrecipient shall conduct a final inspection (site inspection verifying completion of repairs).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Homeowner Assistance Program Benchmarks**

<b>Program Benchmark</b>	<b>Deadline<sup>1</sup></b>
15% of Program funds drawn by Subrecipient	Q2 2021
50% of Program funds drawn by Subrecipient	Q4 2021
75% of Program funds drawn by Subrecipient	Q2 2022
95% of Program funds drawn by Subrecipient	Q4 2022
95% of Program funds drawn by Subrecipient	Q2 2023
95% of Program funds drawn by Subrecipient	Q4 2023
95% of Program funds drawn by Subrecipient	Q2 2024
100% of Program funds drawn by Subrecipient	At Project Closeout

Subrecipient's failure to achieve a Program Benchmark in accordance with Section 3.05 of the Contract may result in the termination of the Program and/or funds being removed from the Contract, at the GLO's discretion.

**City of Houston Homeowner Assistance Program Project Delivery Benchmarks**

<b>Benchmark</b>	<b>Incremental Cap for Charges by Benchmark for Project Delivery Funds</b>	<b>Cumulative Billing Cap by Benchmark for Project Delivery Funds</b>
Approval of Housing Guidelines	15%	15%
15% of Program funds drawn by Subrecipient	15%	30%
25% of Program funds drawn by Subrecipient	15%	45%
50% of Program funds drawn by Subrecipient	15%	60%
75% of Program funds drawn by Subrecipient	15%	75%
100% of Program funds drawn or Activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<sup>1</sup> Note that the deadline is by the final calendar day of the quarter defined in the table.



**City of Houston Homeowner Assistance Program Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Rehabilitation/ reconstruction of residential structures	Rehabilitation & Reconstruction - LMI	\$59,416,298	\$0	\$59,416,298
Rehabilitation/ reconstruction of residential structures	Rehabilitation & Reconstruction – Project Delivery - LMI	\$6,601,811	\$0	\$6,601,811
Rehabilitation/ reconstruction of residential structures	Rehabilitation & Reconstruction - UN	\$1,837,618	\$0	\$1,837,618
Rehabilitation/ reconstruction of residential structures	Rehabilitation & Reconstruction – Project Delivery - UN	\$204,180	\$0	\$204,180
Rehabilitation/ reconstruction of residential structures	Reimbursement - LMI	\$6,600,836	\$0	\$6,600,836
Rehabilitation/ reconstruction of residential structures	Reimbursement - Project Delivery - LMI	\$733,426	\$0	\$733,426
Rehabilitation/ reconstruction of residential structures	Reimbursement - UN	\$6,111,036	\$0	\$6,111,036
Rehabilitation/ reconstruction of residential structures	Reimbursement – Project Delivery - UN	\$679,004	\$0	\$679,004
<b>TOTAL</b>		\$82,184,209	\$0	\$82,184,209

## CITY OF HOUSTON

### SINGLE FAMILY DEVELOPMENT PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following Housing Activities in the City of Houston in strict accordance with the terms of Subrecipient's approved Single Family Development Program Guidelines, the Contract, and all Attachments, whether attached physically or incorporated by reference.

#### Project Description

Subrecipient will provide new affordable single family Housing Units for Low- to Moderate-Income ("LMI") individual households affected by Hurricane Harvey in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery costs, as defined in the Action Plan, will not exceed ten percent (10%) of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

New construction is eligible based on information provided in the Federal Register waiving the requirements of 42 U.S.C. § 5305(a) and Sections 105 (a)(1), 105(a)(4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15) of the Act; a waiver eligible under FR-6066-N-01 permits new housing construction.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Single Family Development	LMI	226

#### Single Family Development Program

Subrecipient will offer a Single Family Development Program to 226 new, affordable single family Housing Units for LMI homebuyers. This Program will work in conjunction with other recovery programs to provide housing options for those directly impacted by Hurricane Harvey and those indirectly impacted due to the resulting shortage of available housing.

The construction cost is limited to two hundred thousand dollars (\$200,000) per home; however, additional allocations, above the two hundred thousand-dollar (\$200,000) threshold, may be provided to address certain site-specific conditions including land acquisition costs, accessibility needs, environmental issues, resiliency/mitigation measures, municipal ordinances, and neighborhood requirements. Additional allocations may be allowed based on the submitted applications, onsite inspections, and additional requirements that will be outlined in the Program Guidelines. Subrecipient will work with applicants who require Americans with Disabilities (ADA) accommodations to select properties that satisfy their ADA needs and/or will incorporate

ADA construction for new homes built on empty lots. The maximum award of assistance was estimated utilizing information from existing repair and reconstruction programs. If needed, the City may use funds to purchase vacant lots or land suitable for new construction for this Program.

### **City of Houston Single Family Development Program Benchmarks**

<b>Program Benchmark</b>	<b>Deadline<sup>1</sup></b>
10% of Program funds drawn by Subrecipient	Q4 2021
25% of Program funds drawn by Subrecipient	Q2 2022
45% of Program funds drawn by Subrecipient	Q4 2022
60% of Program funds drawn by Subrecipient	Q2 2023
75% of Program funds drawn by Subrecipient	Q4 2023
95% of Program funds drawn by Subrecipient	Q2 2024
100% of all Program funds drawn by Subrecipient	At GLO Closeout

Subrecipient's failure to achieve a Program Benchmark in accordance with Section 3.05 of the Contract may result in the termination of the Program and/or funds being removed from the Contract, at the GLO's discretion.

### **City of Houston Single Family Development Project Delivery Benchmarks**

<b>Benchmark</b>	<b>Incremental Cap for Charges by Benchmark for Project Delivery Funds</b>	<b>Cumulative Billing Cap by Benchmark for Project Delivery Funds</b>
Approval of Program Guidelines	15%	15%
15% of Program funds drawn by Subrecipient	15%	30%
25% of Program funds drawn by Subrecipient	15%	45%
50% of Program funds drawn by Subrecipient	15%	60%
75% of Program funds drawn by Subrecipient	15%	75%
100% of Program funds drawn or Activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

<sup>1</sup> Note that the deadline is by the final calendar day of the quarter defined in the table.

**City of Houston Single Family Development Program Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Construction of new housing	Single Family Development Program - LMI	\$54,000,000	\$0	\$54,000,000
Construction of new housing	Single Family Development Program - Project Delivery - LMI	\$6,000,000	\$0	\$6,000,000
<b>TOTAL</b>		<b>\$60,000,000</b>	<b>\$0</b>	<b>\$60,000,000</b>

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## CITY OF HOUSTON

### MULTIFAMILY RENTAL PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following Housing Activities in the City of Houston in strict accordance with the terms of Subrecipient's approved Multifamily Rental Program Guidelines, the Contract, and all Attachments, whether attached physically or incorporated by reference.

#### Project Description

Subrecipient will repair multifamily properties and build new multifamily developments for Low-to Moderate-Income (LMI) individual households affected by Hurricane Harvey in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery costs, as defined in the Action Plan, will not exceed ten percent (10%) of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible Activities include rehabilitation, reconstruction, new construction, and acquisition allowed under Sections 105 (a)(1), 105(a)(3-4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15) of the Act. A waiver eligible under FR-6066-N-01 permits new Housing construction.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Multifamily Rental Program	LMI	1,967

#### Multifamily Rental Program

Subrecipient will offer a Multifamily Rental Housing Program to provide an additional 1,967 affordable Housing Units for LMI households within the City of Houston. The Program will include new construction, acquisition, and/or rehabilitation of multifamily rental housing, and strategic land Acquisition for multifamily developments. The Program will address the affordable housing shortage and meet the needs of disaster-impacted rental households, including those in public housing. The Program will also provide housing designed to meet the needs of special populations. Subrecipient will prioritize transactions leveraged with housing tax credits, conventional equity, conventional debt, tax-exempt debt, deferred developer fees, seller notes, in-kind equity, and other potential funding sources. The maximum award is forty million dollars (\$40,000,000) per development. The eligibility criteria include the following:

- i. Projects must meet CDBG-DR eligibility requirements.
- ii. Development must be located within the city limits of Houston, except in certain cases where Subrecipient and Harris County partner on projects that provide housing.
- iii. At a minimum, fifty-one percent (51%) of the Housing Units rehabilitated or developed will be reserved for a lien period for LMI households earning eighty percent (80%) or less of the Area Median Family Income (AMFI) at affordable rents. For rehabilitation, the lien period

will be a minimum of fifteen (15) years, and, for reconstruction or new construction, the lien period will be a minimum of twenty (20) years.

- iv. Lien periods will be established and affordable rents with the Low-Income Housing Credit rent limits, 26 U.S.C. § 42 (g)(2)(A), and other existing Land Use Restriction Agreement (LURA) restrictions, as applicable. Housing Tax Credit (HTC) rent limits will be used to identify rents for target AMFI levels to align with the Local Needs Assessment.
- v. Any substantial rehabilitation, as defined by 24 C.F.R. § 5.100, or new construction of a building with more than four (4) rental Housing Units will include installation of broadband infrastructure, as required.
- vi. Projects with eight (8) or more Housing Units must ensure construction costs are reasonable and consistent with market costs at the time and place of construction.
- vii. Property owners receiving disaster assistance that triggers the requirement to purchase flood insurance have a statutory responsibility to notify in writing any transferee of the requirement to obtain and maintain flood insurance and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so.
- viii. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. § 5154(a)) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster-relief assistance in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood-disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person subsequently failed to obtain and maintain flood insurance on such property as required under applicable federal law. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.

Refer to the approved Multifamily Rental Program Guidelines for further technical guidance.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Multifamily Rental Program Benchmarks**

<b>Program Benchmark</b>	<b>Deadline<sup>1</sup></b>
15% of Program funds drawn by Subrecipient	Q2 2021
30% of Program funds drawn by Subrecipient	Q4 2021
45% of Program funds drawn by Subrecipient	Q2 2022
60% of Program funds drawn by Subrecipient	Q4 2022
75% of Program funds drawn by Subrecipient	Q2 2023
90% of Program funds drawn by Subrecipient	Q4 2023
95% of Program funds drawn by Subrecipient	Q2 2024
100% of all Program funds drawn by Subrecipient	At GLO Closeout

Subrecipient's failure to achieve a Program Benchmark in accordance with Section 3.05 of the Contract may result in the termination of the Program and/or funds being removed from the Contract, at the GLO's discretion.

**City of Houston Multifamily Rental Project Delivery Benchmarks**

<b>Benchmark</b>	<b>Incremental Cap for Charges by Benchmark for Project Delivery Funds</b>	<b>Cumulative Billing Cap by Benchmark for Project Delivery Funds</b>
Approval of Multifamily Rental Program Guidelines	15%	15%
15% of Program funds drawn by Subrecipient	15%	30%
25% of Program funds drawn by Subrecipient	15%	45%
50% of Program funds drawn by Subrecipient	15%	60%
75% of Program funds drawn by Subrecipient	15%	75%
100% of Program funds drawn or Activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<sup>1</sup> Note that the deadline is by the final calendar day of the quarter defined in the table.

**City of Houston Multifamily Rental Program Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Affordable Rental Housing	Multifamily Rental Program - LMI	\$434,050,472	\$0	\$434,050,472
Affordable Rental Housing	Multifamily Project Delivery- LMI	\$16,000,000	\$0	\$16,000,000
	<b>TOTAL</b>	\$450,050,472	\$0	\$450,050,472

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## CITY OF HOUSTON

### SMALL RENTAL PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following Housing Activities in the City of Houston in strict accordance with the terms of Subrecipient's approved Small Rental Program Guidelines, the Contract, and all Attachments, whether attached physically or incorporated by reference.

#### Project Description

Subrecipient will rehabilitate small rental properties (defined in this program as individual buildings with no more than seven (7) residential units) for Low- to Moderate-Income (LMI) individual households affected by Hurricane Harvey in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery costs, as defined in the Action Plan, will not exceed ten percent (10%) of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible Program Activities under Sections 105(a)(1), 105(a)(3-4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15) of the Act include Rehabilitation, Reconstruction, New Construction, and Acquisition. A waiver eligible under FR-6066-N-01 permits new Housing construction.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Small Rental Program	LMI	86

#### Small Rental Program

Subrecipient will provide a Small Rental Program to rebuild the affordable rental housing stock by rehabilitating small rental properties (defined in this program as individual buildings with no more than seven (7) residential units) and create new housing stock through infill development of new small rental properties. This Program, along with the Multifamily Rental Program, intends to meet the increased demand for affordable rental housing in Houston by rehabilitating or building approximately (86) rental Housing Units, which will be available to LMI households. The Program will provide financial assistance through forgivable loans to property owners and developers who serve an LMI market. The Program eligibility criteria include the following:

- i. Property owner applicants must provide proof that the property taxes are current, have an approved payment plan for the property taxes, or have an approved property-tax exemption in place. Applicants must agree to a limited subrogation of any future awards related to Hurricane Harvey according to duplication-of-benefits requirements and agree to lien period and lien requirements.
- ii. Properties must not be in a floodway and must have an environmental clearance.
- iii. Developments must meet CDBG-DR eligibility requirements and be located within the city limits of Houston (except in certain cases where Subrecipient and Harris County partner on

projects that provide Housing).

- iv. At a minimum, fifty-one percent (51%) of the contiguous Housing Units rehabilitated or developed must be reserved for LMI households. If a single-family rental Housing Unit is rehabilitated or developed, it must be reserved for LMI households. At least two (2) Housing Units in a duplex or triplex must be reserved for LMI households. Any substantial rehabilitation, as defined by 24 C.F.R. § 5.100, or new construction of a building with more than four (4) rental units will include installation of broadband infrastructure, as required. Developments may include more than one (1) property, such as with a scattered-site rental development.
- v. Property owners receiving disaster assistance that triggers the requirement to purchase flood insurance have a statutory responsibility to notify in writing any transferee of the requirement to obtain and maintain flood insurance and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. § 5154(a)) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person subsequently failed to obtain and maintain flood insurance on such property as required under applicable federal law. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.
- vi. Applicable elevation requirements will apply to development and rehabilitation.

Refer to the approved Small Rental Program Guidelines for further technical guidance.

**City of Houston Small Rental Program Benchmarks**

Program Benchmark	Deadline <sup>1</sup>
10% of Program funds drawn by Subrecipient	Q4 2021
25% of Program funds drawn by Subrecipient	Q2 2022
50% of Program funds drawn by Subrecipient	Q4 2022
75% of Program funds drawn by Subrecipient	Q2 2023
90% of Program funds drawn by Subrecipient	Q4 2023
95% of Program funds drawn by Subrecipient	Q2 2024
100% of all Program funds drawn by Subrecipient	At GLO Closeout

Subrecipient's failure to achieve a Program Benchmark in accordance with Section 3.05 of the Contract may result in the termination of the Program and/or funds being removed from the Contract, at the GLO's discretion.

**City of Houston Small Rental Project Delivery Benchmarks**

Benchmark	Incremental Cap for Charges by Benchmark for Project Delivery Funds	Cumulative Billing Cap by Benchmark for Project Delivery Funds
Approval of Small Rental Program Guidelines	15%	15%
15% of Program funds drawn by Subrecipient	15%	30%
25% of Program funds drawn by Subrecipient	15%	45%
50% of Program funds drawn by Subrecipient	15%	60%
75% of Program funds drawn by Subrecipient	15%	75%
100% of Program funds drawn or Activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

---

<sup>1</sup> Note that the deadline is by the final calendar day of the quarter defined in the table.

**City of Houston Small Rental Program Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Affordable Rental Housing	Small Rental Program - LMI	\$22,500,000	\$0	\$22,500,000
Affordable Rental Housing	Small Rental Program - Project Delivery- LMI	\$2,500,000	\$0	\$2,500,000
	<b>TOTAL</b>	\$25,000,000	\$0	\$25,000,000

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**CITY OF HOUSTON****HOMEBUYER ASSISTANCE PROGRAM PERFORMANCE STATEMENT**

Subrecipient shall carry out the following Housing Activities in the City of Houston in strict accordance with the terms of Subrecipient's approved Homebuyer Assistance Program Guidelines, the Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

Subrecipient will provide a Homebuyer Assistance Program to provide funds for down payments, closing costs, principal buydowns, and other direct financial assistance for Low- to Moderate-Income (LMI) individual households and households earning between eighty percent (80%) and one hundred twenty percent (120%) of the Area Median Income (AMI) in order to meet the dual National Objectives of benefiting LMI persons and meeting an urgent need (UN), thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery costs, as defined in the Action Plan, will not exceed ten percent (10%) of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

This Activity is eligible for CDBG-DR funds as listed in 24 C.F.R. § 570.201(n) and Section 105(a)(24) of the Act. A waiver eligible under FR-6066-N-01 permits homeownership assistance for households earning up to one hundred twenty percent (120%) of the AMI and Down-payment Assistance for up to one hundred percent (100%) of the down payment.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Homebuyer Assistance Program	LMI	708
Homebuyer Assistance Program	UN	303
Total		1011

Homebuyer Assistance Program

Subrecipient will provide a Homebuyer Assistance Program, which will assist eligible applicant households earning up to one hundred twenty percent (120%) of the AMI with purchasing a home. The Program will assist approximately one thousand and eleven (1,011) eligible households, of which it is estimated seven hundred and eight (708) will be LMI households. The Homebuyer Assistance Program will prioritize households that were impacted by Hurricane Harvey to facilitate the movement of LMI households into new homes after their homes were damaged by Hurricane Harvey. Assistance may include Down-payment Assistance, closing-cost assistance, principal buydowns, and other direct financial assistance to homebuyers to finance the purchase of a home. Direct homeownership assistance under 24 C.F.R. § 570.201(n) allows Subrecipient to

pay up to one hundred percent (100%) of the down-payment amount required by the lender. Subrecipient may also utilize other forms of direct homebuyer assistance such as subsidizing interest rates and mortgage principal amounts, including making grants to reduce the effective interest rate on the amount needed by the eligible household to achieve an affordable mortgage-payment level. The maximum amount of assistance to be provided under the Program per unit is thirty thousand dollars (\$30,000). Refer to the GLO's Homebuyer Assistance Program Guidelines for additional technical guidance.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Homebuyer Assistance Program Benchmarks**

<b>Program Benchmark</b>	<b>Deadline<sup>1</sup></b>
15% of Program funds drawn by Subrecipient	Q2 2021
30% of Program funds drawn by Subrecipient	Q4 2021
45% of Program funds drawn by Subrecipient	Q2 2022
60% of Program funds drawn by Subrecipient	Q4 2022
75% of Program funds drawn by Subrecipient	Q2 2023
90% of Program funds drawn by Subrecipient	Q4 2023
95% of Program funds drawn by Subrecipient	Q2 2024
100% of all Program funds drawn by Subrecipient	At GLO Closeout

Subrecipient's failure to achieve a Program Benchmark in accordance with Section 3.05 of the Contract may result in the termination of the Program and/or funds being removed from the Contract, at the GLO's discretion.

**City of Houston Homebuyer Assistance Project Delivery Benchmarks**

<b>Benchmark</b>	<b>Incremental Cap for Charges by Benchmark for Project Delivery Funds</b>	<b>Cumulative Billing Cap by Benchmark for Project Delivery Funds</b>
Approval of Homebuyer Assistance Guidelines	15%	15%
15% of Program funds drawn by Subrecipient	15%	30%
25% of Program funds drawn by Subrecipient	15%	45%
50% of Program funds drawn by Subrecipient	15%	60%
75% of Program funds drawn by Subrecipient	15%	75%
100% of Program funds drawn or Activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<sup>1</sup> Note that the deadline is by the final calendar day of the quarter defined in the table.

**City of Houston Homebuyer Assistance Program Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Homeownership assistance to low- and moderate-income	Homebuyer Assistance Program - LMI	\$21,223,646	\$0	\$21,223,646
Homeownership assistance (with waiver only)	Homebuyer Assistance Program - UN	\$9,095,849	\$0	\$9,095,849
Homeownership assistance to low- and moderate-income	Homebuyer Assistance Program-Project Delivery-LMI	\$2,358,183	\$0	\$2,358,183
Homeownership assistance (with waiver only)	Homebuyer Assistance Program-Project Delivery-UN	\$1,010,650	\$0	\$1,010,650
<b>TOTAL</b>		<b>\$33,688,328</b>	<b>\$0</b>	<b>\$33,688,328</b>

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## CITY OF HOUSTON

### BUYOUT PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following Housing activities in the City of Houston in strict accordance with the terms of Subrecipient's approved Buyout Program Guidelines, the Contract, and all Attachments, whether attached physically or incorporated by reference.

#### Project Description

Subrecipient will provide a Buyout Program to remove homes from the housing stock that are in areas with a high risk of flooding or in areas at a high risk of flooding for Low-to-Moderate Income (LMI) individual households affected by Hurricane Harvey. Subrecipient may offer buyouts to LMI individual households under the Low-to-Moderate Buyout (LMB) or Low-to-Moderate Income Incentive (LMI) National Objectives, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery costs, as defined in the Action Plan, will not exceed ten percent (10%) of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible activities for the funds are as listed in Sections 105(a)(1), 105(a)(7-9), 105(a)(24- 25), and 5305(a)(8) of the Act and 24 C.F.R. § 570.201. Eligible activities for the funds include, but are not limited to, Buyouts, demolition, Relocation Assistance, payment of non-federal share, and Housing incentives. A waiver eligible under FR-6066-N-01 permits Housing incentives and other requirements for one-for-one replacement housing, relocation, and real property Acquisition requirements.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Buyout Program	LMI	273
Total		273

#### Buyout Program

Subrecipient will offer a Buyout Program that will remove approximately 273 multifamily units from areas with high flood risk. The maximum assistance provided for the acquisition of each property will be limited to the current fair market value of the property, not to exceed the Program budget. Allowable costs can be applied to the following: Acquisition of existing multifamily properties and land to create green spaces and/or detention; post-closing costs related to acquiring the property; and demolition, which will serve to reduce density in vulnerable areas. The Program is voluntary and is intended to assist residents with moving out of areas that have been impacted by multiple disasters or are at high risk of flooding from future disasters. The Program is also intended to reduce the impact of future disasters while encouraging targeted revitalization efforts and the creation of open space.

Subrecipient may work with designees, such as the Harris County Flood Control District or other City Departments, to implement this Program. If a designee of Subrecipient is selected, Subrecipient will work with the designee to choose Buyout project locations. Buyouts under this Program may be part of a larger City or County Buyout strategy, in accordance with a long-term plan for the property to become a future open space or detention area, to avoid removing a viable property from the housing market.

To be eligible for assistance, the rental property must have been renter-occupied at the time of the storm; have sustained damage from Hurricane Harvey; have been environmentally cleared; and be located in a DRRA, repetitive flood risk area, or floodplain. Rental property owners must furnish evidence that their property taxes are current, they are under an approved payment plan, or that they have an exemption under current laws.

Buyout Program Guidelines will detail applicant or project eligibility requirements, application process, requirements for compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) regulations, and other information.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Buyout Program Benchmarks**

Program Benchmark	Deadline <sup>1</sup>
10% of Program funds drawn by Subrecipient	Q2 2021
30% of Program funds drawn by Subrecipient	Q4 2021
45% of Program funds drawn by Subrecipient	Q2 2022
60% of Program funds drawn by Subrecipient	Q4 2022
75% of Program funds drawn by Subrecipient	Q2 2023
90% of Program funds drawn by Subrecipient	Q4 2023
95% of Program funds drawn by Subrecipient	Q2 2024
100% of all Program funds drawn by Subrecipient	At GLO Closeout

Subrecipient's failure to achieve a Program Benchmark in accordance with Section 3.05 of the Contract may result in the termination of the Program and/or funds being removed from the Contract, at the GLO's discretion.

**City of Houston Buyout Project Delivery Benchmarks**

Benchmark	Incremental Cap for Charges by Benchmark for Project Delivery Funds	Cumulative Billing Cap by Benchmark for Project Delivery Funds
Approval of Housing Guidelines	15%	15%
15% of Program funds drawn by Subrecipient	15%	30%
25% of Program funds drawn by Subrecipient	15%	45%
50% of Program funds drawn by Subrecipient	15%	60%
75% of Program funds drawn by Subrecipient	15%	75%
100% of Program funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<sup>1</sup> Note that the deadline is by the final calendar day of the quarter defined in the table.

**City of Houston Buyout Program Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Acquisition - buyout of residential properties	Buyout Program - LMI	\$54,300,000	\$0	\$54,300,000
Acquisition - buyout of residential properties	Buyout Program - Project Delivery - LMI	\$1,500,000	\$0	\$1,500,000
<b>TOTAL</b>		<b>\$55,800,000</b>	<b>\$0</b>	<b>\$55,800,000</b>

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## CITY OF HOUSTON

### PUBLIC SERVICES PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following public services Activities in the City of Houston in strict accordance with the terms of Subrecipient's approved Public Services Program Guidelines, the Contract, and all Attachments, whether attached physically or incorporated by reference.

#### Project Description

Subrecipient will provide public services to approximately thirty-thousand (30,000) Low- to Moderate-Income (LMI) persons affected by Hurricane Harvey to support residents in finding housing, remedying housing issues, or becoming more resilient in future disasters in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery costs, as defined in the Action Plan, will not exceed ten percent (10%) for Housing Activities and six percent (6%) for non-Housing Activities of the total grant allocation for both non-rental and rental Activities. An environmental review must be conducted on all projects prior to the execution and commencement of work. Eligible Activities include the provision of public services as listed in Section 105(a)(8) of the Act.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Persons Served
Public Services	LMI	30,000

#### Public Services Program

Subrecipient will provide public services to approximately thirty thousand (30,000) LMI persons. The Program will provide a comprehensive approach to recovery for city residents. These services will support city residents in find housing, remedying housing issues, and/or becoming more resilient in future disasters, thus creating a stronger, more prepared community. Services will be made accessible to individuals with wide-ranging barriers through varying outreach strategies, partnerships with organizations serving people with disabilities, and accommodations, as needed.

Public services may include housing counseling, legal assistance, transportation services, fair housing services, health/mental health services, employment training, workforce development, and other services to address the needs of those impacted by Hurricane Harvey. Housing counseling and legal assistance services will assist in furthering fair housing by addressing housing barriers and allowing residents greater choice in moving to neighborhoods with more opportunities available. Employment training and workforce development programs, including those that support housing recovery and housing construction, will address the need for job skills to support recovery. In addition, workforce development will help boost long-term recovery by supplying residents of impacted communities with the necessary skills and opportunities to increase household income. To address the needs of those impacted who have become homeless or are at risk of becoming homeless, services may include case management and other services to assist in

housing and/or rehousing this population.

The provision of public services is also intended to assist residents in preparing and qualifying for different types of Housing programs offered throughout the city by a variety of different organizations. Remedying title or tax issues through legal services and providing housing counseling for LMI communities may prepare more residents to become eligible for programs such as Subrecipient's Homeowner Assistance Program and Homebuyer Assistance Program.

Refer to the approved Public Services Guidelines for further technical guidance.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Public Services Project Benchmarks**

<b>Program Benchmark</b>	<b>Deadline<sup>1</sup></b>
11% of Program funds drawn by Subrecipient	Q2 2021
18% of Program funds drawn by Subrecipient	Q4 2021
30% of Program funds drawn by Subrecipient	Q2 2022
45% of Program funds drawn by Subrecipient	Q4 2022
60% of Program funds drawn by Subrecipient	Q2 2023
80% of Program funds drawn by Subrecipient	Q4 2023
95% of Program funds drawn by Subrecipient	Q2 2024
100% of all Program funds drawn by Subrecipient	At GLO Closeout

Subrecipient's failure to achieve a Program Benchmark in accordance with Section 3.05 of the Contract may result in the termination of the Program and/or funds being removed from the Contract, at the GLO's discretion.

**City of Houston Public Services Project Delivery Benchmarks**

<b>Benchmark</b>	<b>Incremental Cap for Charges by Benchmark for Project Delivery Funds</b>	<b>Cumulative Billing Cap by Benchmark for Project Delivery Funds</b>
Approval of Public Services Guidelines	15%	15%
15% of Program funds drawn by Subrecipient	15%	30%
25% of Program funds drawn by Subrecipient	15%	45%
50% of Program funds drawn by Subrecipient	15%	60%
75% of Program funds drawn by Subrecipient	15%	75%
100% of Program funds drawn or Activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<sup>1</sup> Note that the deadline is by the final calendar day of the quarter defined in the table.

**City of Houston Public Services Program Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Public Services	Public Services - LMI	\$56,400,000	\$0	\$56,400,000
Public Services	Public Services - Project Delivery - LMI	\$3,600,000	\$0	\$3,600,000
	<b>TOTAL</b>	\$60,000,000	\$0	\$60,000,000

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## CITY OF HOUSTON

### ECONOMIC REVITALIZATION PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following economic revitalization Activities in the City of Houston in strict accordance with the terms of Subrecipient’s approved Economic Revitalization Program Guidelines, the Contract, and all Attachments, whether attached physically or incorporated by reference.

#### Project Description

Subrecipient will provide an Economic Revitalization Program to help create job for Low- to Moderate-Income (“LMI”) individuals and to improve the economic viability of areas affected by Hurricane Harvey in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery costs will not exceed six percent (6%) of the total grant allocation, as defined in the Action Plan.

Economic revitalization Activities that are eligible for funding are listed in Sections 105(a)(17), 105(a)(19), and 105(a)(22) of the Act. Economic revitalization Activities must contribute to the long-term recovery and restoration of housing. A waiver eligible under FR-6066-N-01 permits other national objective documentation and public benefit standards.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Economic Revitalization Program	LMI	350
Total		350

#### Economic Revitalization Program

Subrecipient will offer an Economic Revitalization Program, which will support a comprehensive recovery by creating or retaining 100 – 300 jobs. The Activity will include creation or retention of jobs for LMI persons through the provision of capital, credit, and technical assistance to businesses, including microenterprises. Assistance may be provided through loans or grants, and assistance may be part of a revolving loan fund. Economic revitalization Activities must contribute to the long-term recovery and restoration of housing. Subrecipient may utilize public and private nonprofit agencies, authorities, or organizations and for-profit organizations to carry out the program. The application or Notice of Funding Availability / Request for Proposal (NOFA/RFP) process will clearly establish the process and acceptance period, threshold criteria, and the award process for the Program. Selection criteria will likely include the applicant’s need for the Program, cost reasonableness and effectiveness, activity management and implementation, and experience / past performance. Eligible subrecipients include public or private nonprofit agencies, authorities, or organizations and for-profit organizations.

Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction. Any projects funding for-profit entities must be evaluated and selected in accordance with guidelines established in Appendix A to 24 C.F.R. Part 570 and comply with HUD underwriting guidance.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Economic Revitalization Program Benchmarks**

<b>Program Benchmark</b>	<b>Deadline<sup>1</sup></b>
0% of Program funds drawn by Subrecipient	Q2 2021
15% of Program funds drawn by Subrecipient	Q4 2021
45% of Program funds drawn by Subrecipient	Q2 2022
60% of Program funds drawn by Subrecipient	Q4 2022
75% of Program funds drawn by Subrecipient	Q2 2023
90% of Program funds drawn by Subrecipient	Q4 2023
95% of Program funds drawn by Subrecipient	Q2 2024
100% of all Program funds drawn by Subrecipient	At GLO Closeout

Subrecipient's failure to achieve a Program Benchmark in accordance with Section 3.05 of the Contract may result in the termination of the Program and/or funds being removed from the Contract, at the GLO's discretion.

**City of Houston Economic Revitalization Project Delivery Benchmarks**

<b>Benchmark</b>	<b>Incremental Cap for Charges by Benchmark for Project Delivery Funds</b>	<b>Cumulative Billing Cap by Benchmark for Project Delivery Funds</b>
Approval of Notice Housing Guidelines, or NOFA/RFP.	15%	15%
15% of Program funds drawn by Subrecipient	15%	30%
25% of Program funds drawn by Subrecipient	15%	45%
50% of Program funds drawn by Subrecipient	15%	60%
75% of Program funds drawn by Subrecipient	15%	75%
100% of Program funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

<sup>1</sup> Note that the deadline is by the final calendar day of the quarter defined in the table.

**City of Houston Economic Revitalization Program Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Econ. development or recovery Activity that creates/retains jobs	Economic Revitalization - LMI	\$28,448,944	\$0	\$28,448,944
Econ. development or recovery Activity that creates/retains jobs	Economic Revitalization - Project Delivery - LMI	\$1,815,890	\$0	\$1,815,890
<b>TOTAL</b>		<b>\$30,264,834</b>	<b>\$0</b>	<b>\$30,264,834</b>

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**CITY OF HOUSTON**  
**PLANNING PROGRAM PERFORMANCE STATEMENT**

Subrecipient shall carry out the following planning Activities in the City of Houston in strict accordance with the terms of Subrecipient's Contract and all Attachments, whether attached physically or incorporated by reference. Subrecipient may work with other local jurisdictions, universities, and advocates on various types of planning projects.

Project Description

Planning Activities will include community engagement to inform Subrecipient's recovery plan development and to support various city-wide Housing Activities. Subrecipient may also use these funds to study specific topics related to mitigation or resilience or plan for specific projects that could address impacts of Hurricane Harvey or the recurring nature of disasters in Houston. The types of studies or plans could include flood control, drainage improvement, resilient housing solutions, fair housing, homelessness, surge protection, economic development, infrastructure improvements, or other efforts to further recover from Hurricane Harvey, mitigate future damage, and establish plans for comprehensive recovery efforts.

Planning Activities will strive to promote sound, sustainable long-term recovery planning informed by a post-disaster evaluation of hazard risk, especially land-use decisions that reflect responsible floodplain management and take into account possible future extreme weather events and other natural hazards and long-term risks.

Eligible Activities: The eligible Activities are planning, urban environmental design, and policy-planning-management-capacity building Activities as listed in 24 C.F.R. § 570.205.

Selection Criteria: Projects and/or subrecipients will be selected through an application process, Notice of Funding Availability (NOFA) or Request for Proposal (RFP), or other competitive process. The application or NOFA/RFP will clearly establish the process and acceptance period, threshold criteria, selection criteria, and the award process. Selection criteria will be established in the application, NOFA/RFP, or a competitive process and will likely include the planning Activity/project description, organizational experience, cost reasonableness and effectiveness, and management of Activity/project. Priorities for Activities include those that deepen the understanding of housing issues in Houston, evaluate the impact of funding, and support the development of required HUD documents.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Planning Program Benchmarks**

<b>Program Benchmark</b>	<b>Deadline<sup>1</sup></b>
3% of Program funds drawn by Subrecipient	Q2 2021
10% of Program funds drawn by Subrecipient	Q4 2021
25% of Program funds drawn by Subrecipient	Q2 2022
50% of Program funds drawn by Subrecipient	Q4 2022
60% of Program funds drawn by Subrecipient	Q2 2023
80% of Program funds drawn by Subrecipient	Q4 2023
95% of Program funds drawn by Subrecipient	Q2 2024
100% of all Program funds drawn by Subrecipient	At GLO Closeout

Subrecipient's failure to achieve a Program Benchmark in accordance with Section 3.05 of the Contract may result in the termination of the Program and/or funds being removed from the Contract, at the GLO's discretion.

**City of Houston Planning Funds Release Benchmarks**

<b>Planning Benchmark</b>	<b>Incremental Cap for Charges by Benchmark for Planning Funds</b>	<b>Cumulative Billing Cap by Benchmark for Planning Funds</b>
Approval of Action Plan by HUD	10%	10%
*Approval of Application/RFP or NOFA by GLO	20%	30%
Planning Study Completed by Subrecipient	70%	100%

\*If multiple Applications/RFPs/NOFAs are developed by Subrecipient, Subrecipient may submit a request to draw the applicable % of planning funds for GLO approval.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

---

<sup>1</sup> Note that the deadline is by the final calendar day of the quarter defined in the table.

**City of Houston Planning Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Planning	Planning Program	\$23,100,000	\$0	\$23,100,000
	<b>TOTAL</b>	\$23,100,000	\$0	\$23,100,000

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**CITY OF HOUSTON**

**ADMINISTRATION PERFORMANCE STATEMENT**

Subrecipient shall carry out the following administration Activities in the City of Houston in strict accordance with the terms of Subrecipient's Contract and all Attachments, whether attached physically or incorporated by reference.

Administration

Subrecipient's administrative costs will not exceed two and a half percent (2.5%) of the allocation, which will be provided from the State's Administrative Fund set-aside. This amount is in compliance with the Action Plan. The GLO will allow up to ten percent (10%) of the Program amounts for costs directly related to implementation (project delivery) of housing activities and six percent (6%) of the Program amounts for costs related to infrastructure/non-housing activities. The GLO has capped engineering and design activities at fifteen percent (15%) of the total project award, unless special services are necessary and are subject to GLO approval. Subrecipient will use funding for administrative Activities to utilize, expend, and seek reimbursement for pre-award costs, in compliance with 24 C.F.R. 570.200(h), for planning, purchase, and expansion of software systems; standing up of intake and call centers for Housing Programs; program management; and administrative functions.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**City of Houston Administration Funds Release Benchmarks**

Benchmark	Incremental Cap for Charges by Benchmark for Administration Funds	Cumulative Billing Cap by Benchmark for Administration Funds
Approval of all Program Guidelines	15%	15%
15% of all Project funds drawn by Subrecipient	15%	30%
25% of all Project funds drawn by Subrecipient	15%	45%
50% of all Project funds drawn by Subrecipient	15%	60%
75% of all Project funds drawn by Subrecipient	15%	75%
100% of all Project funds drawn or activities closed by Subrecipient	20%	95%
Closeout of all Programs accepted	5%	100%

**City of Houston Administrative Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Administration	Administration	\$15,000,000	\$0	\$15,000,000
	<b>TOTAL</b>	\$15,000,000	\$0	\$15,000,000

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**