STATE OF TEXAS §
§
COUNTY OF FORT BEND §

MASTER SERVICE AGREEMENT FOR ENGINEERING CONSULTING SERVICES FOR FEDERALLY FUNDED PROJECTS

(RFQ 25-039)

THIS Master Service Agreement for Engineering Consulting Services for federally funded projects (referred to herein as "Master Agreement" or this "Agreement") is entered into by and between **Fort Bend County, Texas**, ("County"), a body corporate and politic under the laws of the State of Texas, and **GC Engineering, Inc.** ("Contractor"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, County desires to establish a continuing services agreement for the utilization of the Contractor's services for specific proposals for federally funded projects for Fort Bend County Community Development ("Projects") as the need arises pursuant to Fort Bend County RFQ 25-039, attached hereto as Exhibit "A," and incorporated by reference, and;

WHEREAS, County desires that this Master Service Agreement allow smaller cities within the County, that are awarded federal funds for a project, the opportunity to select from county approved vendors, and;

WHEREAS, the Contractor is engaged in the business of providing selected professional and consulting services to its customers to meet their specific requirements, and possesses the necessary skills, experience and personnel necessary to provide the services, and also desires to establish a continuing services agreement for the utilization of its services on specific federally funded projects for Fort Bend County Community Development as the need arises, and;

WHEREAS, the Contractor acknowledges and understands that the Projects will be funded through HUD's Community Development Block Grant (CDBG) program or other federal funding sources and agrees to comply with all applicable federal, state and local laws and regulations governing these funds, including, but not limited to, those federal requirements attached hereto as Exhibit "D," and incorporated by reference, and;

WHEREAS, Contractor was selected pursuant to Contractor's qualifications submitted in response to County's RFQ 25-039, and County has determined that Contractor is the most highly qualified provider of such professional consulting Engineering services, and the Parties will negotiate a fair and reasonable price for the same.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor agrees as follows:

I. RECITALS

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

II. ATTACHMENTS

The Master Agreement between County and Contractor shall consist of the terms hereof and the following documents, which are attached hereto and incorporated by reference:

Exhibit A: Fort Bend County RFQ 25-039
Exhibit B: Contractor's Response to RFQ 25-039
Exhibit C: Community Development Rate Sheet
Exhibit D: Federal Clauses

III. SERVICES

3.1 Contractor shall provide or cause to be provided to County comprehensive Engineering, Design and Environmental Review Record (ERR) Services for Public Facilities and Infrastructure Projects within the Fort Bend County Service Area and small cities ("Services"), in accordance with the Fort Bend County RFQ 25-039, and the Contractor's Response to RFQ (i.e. Statement of Qualifications), attached hereto respectively as Exhibits A and B, and incorporated by reference.

3.2 This Agreement shall serve as a master agreement between the Parties. This Agreement sets forth the basic terms that shall apply to the performance of services by Contractor during the Term of this Agreement. Specific terms that shall apply to a particular project ("Project") and the performance of services as they may be mutually agreed upon by the Parties within the scope of each Project ("Services") shall be set forth in a separate Statement of Work ("SOW") to be approved by the Fort Bend County Commissioner's Court in an Addendum to this MSA. The SOW should include the following information:

(a) Reference to Master Services Agreement number (i.e. MSA RFQ 25-039),
(b) Statement of Work No. (e.g. "SOW 1"),
(c) Description of services,
(d) Project Timeline, and
(e) Fee Schedule.

Each SOW/Addendum shall be governed by the terms and conditions herein. In the event of a conflict between the SOW/Addendum and this Master Service Agreement, the terms and conditions of this Master Service Agreement shall control, unless the SOW/Addendum expressly states, and the parties mutually agree that the terms and conditions of the SOW shall control. Specific terms in one SOW shall not affect any other SOW under this Agreement without explicit agreement of the Parties.

3.3 Contractor shall meet all state and local licensing requirement for the location(s) of the project .

3.4 Contractor will determine the method, details, and means of performing all Services rendered under this Agreement. Contractor may, at Contractor's own expense, use any of its own employees or other Contractor Parties, as Contractor deems necessary from time to time, to perform the Services under this Agreement.

3.5 Contractor shall work a sufficient number of hours per week to ensure that the Services are completed by Contractor and Deliverables are received by County within the Term of this Agreement and within the mutually agreed upon timeline for any relevant Project ("Project Timeline"), as more fully described in any corresponding SOW/Addendum. Subject to this Section 3.5, Contractor may perform the Services under this Agreement at any suitable time and location as Contractor chooses.

IV. TERM AND TERMINATION

4.1 This Master Agreement is for a thirty-six (36) month term and is effective upon execution by the last party. Time for performance for the Services provided under this Agreement shall begin with Contractor's receipt of Notice to Proceed and shall end no later than March 31, 2029. Contractor shall complete such tasks described in the Scope of Services, within this time or such additional time as may be extended by County.

4.2 Termination Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Contractor.

4.3 Termination With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:

(a) Contractor fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
(b) Contractor fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
(c) Non-performance and suspension of the Agreement by Contractor that exceeds thirty (30) calendar days due to Force Majeure.
(d) Contractor fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
(e) Contractor otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
(f) County shall notify Contractor in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, Contractor shall have opportunity to cure such Default within the time specified in the Notice by County. If Contractor fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.

(g) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Contractor was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.

4.4 Upon termination of this Agreement for any reason, Contractor shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Contractor in accordance with Section 5, below, for such work provided by Contractor under this Agreement prior to its termination and which has not been previously presented for payment by Contractor to County.

4.5 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to Contractor.

V. COMPENSATION AND PAYMENT

5.1 Contractor's fees for the Services shall be calculated at the rate(s) set forth in the Community Development Rate Sheet, attached hereto as Exhibit "C," and incorporated by reference. The Maximum Compensation for the performance of Services shall not exceed the amounts certified by the Fort Bend County Auditor and any additional amounts of funds from time to time that may be certified as available, as of the date so certified. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

5.2 Contingent upon reasonably satisfactory completion of each task ("Deliverables"), as more fully described in each corresponding SOW and in consideration for the Services actually performed by Contractor in relation to each such deliverable identified in the SOW, County agrees to pay Contractor for Services rendered in accordance with the following process:

(a) Contractor shall submit to staff person designated by the County, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County.
(b) Contractor's invoice must contain the following information:
(c) Reference to Master Services Agreement number (i.e. "MSA RFQ 25-039") and Statement of Work No. (e.g. "SOW No. 1");
(d) Name of Deliverable (e.g. Survey, Reporting, etc.); and
(e) The amount billed for the Services performed in relation to that Deliverable.
(f) Contractor shall submit invoices no more frequently than on a monthly basis.

Thereafter, County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County's approval of the invoice shall not be unreasonably withheld.

5.3 Accrual and payment of interest on any overdue payments assessed by Contractor, if any, shall be governed by Chapter 2251 of the Texas Government Code.

5.4 Contractor understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Contractor's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section VI. of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed. County's verification shall not be unreasonably withheld.

5.5 Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

5.6 Receipt of compensation for Services under this Agreement is subject to auditing and monitoring by federal, state, local government or private grantors to County and is further subject to compliance with County policies. It is Contractor's responsibility to obtain and comply with any such policy requirements, except that County shall provide Contractor with all applicable policies in effect on the Effective Date, and any modifications that may be made thereto, from time to time.

VI. STANDARD OF CARE

Pursuant to Section 271.904 of the Texas Local Government Code, Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals"). Contractor shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

VII. INDEPENDENT CONTRACTOR

In the performance of work or services hereunder, Contractor shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Contractor may subcontract with other entities or persons to support Contractor's provision of the Services under this Agreement.

VIII. INSURANCE

8.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(b) Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

(c) Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(e) Professional Liability insurance with limits not less than $1,000,000.

8.2 County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County.

8.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

8.4 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

8.5 No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

8.6 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

IX. INDEMNIFICATION

9.1 PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR OR CONTRACTOR'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXCERCISES CONTROL. CONTRACTOR SHALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.

9.2 CONTRACTOR SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, CONTRACTOR SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY CONTRACTOR IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF CONTRACTOR ARE NOT AT ISSUE IN THE MATTER.

9.3 THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

X. SAFETY AND HEALTH STANDARDS

Contractor shall observe and comply with all applicable federal, state, and local health and safety laws and regulations.

XI. INSPECTION OF BOOKS AND RECORDS

Contractor shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Contractor which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Contractor shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. CONTRACTOR SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.

XII. PERSONNEL

12.1 Contractor represents that it presently has or can obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

12.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Contractor who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

12.3 When performing Services on–site at County's facilities, Contractor shall comply with, and will require that all Contractor's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

XIII. WARRANTY

In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of services, and excludes acts of vandalism, theft, damage from vehicles and traffic, and damage due to extreme weather events (i.e. named storms). Contractor shall transfer all manufacturers' warranties to County.

XIV. ASSIGNMENT

Contractor shall not assign this Agreement to another party without the prior written consent of County.

XV. SUCCESSORS AND ASSIGNS BOUND

County and Contractor each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.

XVI. TRAVEL

Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Contractor only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits shall be provided to Contractor upon request.

XVII. FORCE MAJEURE

In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

XVIII. APPLICABLE LAW

This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.

XIX. NOTICE

Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County:
Fort Bend County
Attn: Purchasing Agent
301 Jackson Street, 201
Richmond, Texas 77469

And

Fort Bend County, Texas
Attn: Community Development Director
301 Jackson Street, 602
Richmond, Texas 77469

If to Contractor:
GC Engineering, Inc.
Attn: Mahendra Rodrigo, PE
Principal
2505 Park Avenue, Suite A
Pearland, Texas 77581

Within ten (10) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

XX. NO WAIVER OF JURY TRIAL

County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to County's waiver of jury trial are hereby deleted.

XXI. STATE LAW CONTRACTING REQUIREMENTS

21. The contents of this Section are required by Texas law and are included by County regardless of content for purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

(a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(b) If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

(c) If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

(d) If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

XXII. HUMAN TRAFFICKING

BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

XXIII. PUBLIC INFORMATION ACT

Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

XXIV. CONFIDENTIAL AND PROPRIETARY INFORMATION

24.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents

or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

24.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matters in Contractor's possession which embody Confidential Information.

24.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

24.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

XXV. ARBITRATION/LITIGATION WAIVER/ATTORNEY'S FEES

County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Contractor in any way associated with this Agreement. Therefore, any references in Contractor's response to RFQ to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.

XXVI. ELECTRONIC AND DIGITAL SIGNATURES

The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

XXVII. OWNERSHIP AND REUSE OF DOCUMENTS

All work product and data produced or developed under this Agreement by Contractor including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Contractor shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Contractor shall bear no liability or responsibility for Materials that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.

XXVIII. COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Contractor, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Contractor's response to RFQ are hereby deleted.

XXIX. INDEMNIFICATION BY COUNTY

CONTRACTOR UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN CONTRACTOR'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING

HARMLESS CONTRACTOR OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.

XXX. CONFLICT

In the event there is a conflict among the terms of this Agreement and the terms of Contractor's Response to RFQ, the terms of this document shall prevail with regard to the conflict.

XXXI. USE OF COUNTY NAME

Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.

XXXII. COUNTY DATA

Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.

XXXIII. TAXES

Contractor understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.

XXXIV. PUBLICITY

Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed or received during the performance of Services hereunder unless Contractor obtains the express written approval of County or is required to do so by law.

XXXV. FEDERAL CLAUSES

Contractor understands and acknowledges that this Agreement is being funded totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all Federal, state and local laws and regulations governing these funds. These terms flow down to all third-party contractors and their subcontracts at every tier, unless a particular award term or condition specifically indicates otherwise. The Contractor shall comply with the clauses attached hereto as Exhibit D, and incorporated by reference, and include the clauses in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

XXXVI. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XXXVII. CAPTIONS

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

XXXVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. IT IS ACKNOWLEDEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. The Parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto and acknowledge that they have the requisite authority necessary to execute this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

GC ENGINEERING, INC.

Authorized Agent – Signature

CHANDI RODRIGO

Authorized Agent- Printed Name

President

Title

3/17/2026

Date

APPROVED:

Ana Martinez

Community Development Director

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A

Fort Bend County RFQ 25-039

Fort Bend County, Texas
Request for Qualifications

Engineering Consulting Services for Federally Funded Projects for Fort Bend County Community Development
RFQ 25-039

SUBMIT RFQS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Tuesday, April 8, 2025
2:00 PM (Central)

MARK ENVELOPE:

RFQ 25-039
Engineering Consulting Services for Federally Funded Projects

ALL SUBMITTALS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

SUBMITTALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND THE NAMES PUBLICLY READ.

SUBMITTALS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing after Commissioners Court award.

Requests for information must be in writing and directed to:
Cheryl Krejci
Assistant Purchasing Agent
Cheryl.Krejci@fortbendcountytx.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to solicitation opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 02/28/2025
Issued: 03/16/2025

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)			
Business Name (if different from legal name)			
Type of Business	☐ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt		Age in Business?
Federal ID # or S.S. #		SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE			
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone Number			
E-mail			
Contact Person			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ☐ SBE-Small Business Enterprise ☐ HUB-Texas Historically Underutilized Business ☐ WBE-Women's Business Enterprise ☐	**Certification #** _____ **Certification #** _____ **Certification #** _____ **Certification #** _____	Cert Date / Exp Date _____ _____ _____ _____ _____ _____ _____ _____
Company's gross annual receipts	<$500,000 _____	$500,000-$4,999,999 _____	
	$5,000,000-$16,999,999 ___	$17,000,000-$22,399,999 _____	>$22,400,000 _____
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name			
Title			
Date			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

Fort Bend County is soliciting a Request for Qualifications (RFQ) from professional Engineering consulting firms ("Respondents") to ") to deliver comprehensive Engineering, Design, and Environmental Review Record (ERR) Services for Public Facilities and Infrastructure Projects within the Fort Bend County Service Area and small cities. These projects are funded through HUD's Community Development Block Grant (CDBG) program or other federal funding sources and must comply with all applicable federal, state, and local requirements. The selected firm will provide a broad range of services to support Fort Bend County and its subrecipients in planning, designing, and executing infrastructure projects. The firm must ensure compliance with all relevant regulations, including 24 CFR Part 58 NEPA regulations, 24 CFR Part 570, and HUD's environmental review and procurement requirements. The scope includes but is not limited to:

1.1 Project Scoping and Feasibility:

1.1.1 Assist in developing project scopes of work, budgets, maps, and defining service/impact areas.

1.1.2 Provide technical expertise to ensure grant applications align with guidelines for federally funded projects including in the Community Development Department. Funding sources may include funds through HUD, FEMA, GLO, and other funding streams managed within the Department.

1.1.3 Collaborate with Fort Bend County staff and applicable cities to prepare complete and compliant submissions of requested documentation.

1.1.4 Prepare feasibility studies, preliminary Engineering reports, and project cost estimates.

1.1.5 Conduct site assessments and environmental impact analysis.

1.2 Engineer and/or Architect and/or Engineer Design Services:

1.2.1 Schematic Design Phase

Shall include but not necessarily be limited to the following:

1.2.1.1 The Engineer and/or Architect shall evaluate the County's program, provided schedule and construction budget requirements, each in terms of the other.

1.2.1.2 Attend preliminary conferences with the County regarding the Project, including preparation and distribution of meeting notes to all concerned parties.

1.2.1.3 Visit the Project site to assess the impact of utility availability to the site (water, sewer, electrical power and telephone). Apply for and receive utility data outlet statement from CenterPoint or other electrical service provider.

1.2.1.4 Provide appropriate recommendations for the design of proper drainage and erosion control.

1.2.1.5 Provide soil and foundation (geotechnical testing) investigations or any special surveys and tests which may be required for design.

1.2.1.6 Based on the agreed upon program, schedule and construction budget, the Architect and/or Engineer shall review with the County a minimum of three (3) alternative approaches to design.

1.2.1.7 For those projects designated to seek LEED certification, the Architect and/or Engineer shall provide the following: Register project for LEED Certification with the US Green Build Council (USGBC), Conduct a LEED design workshop with County representatives and the A/E Team. Prepare draft LEED score card with list of targeted LEED points, Assist County with preparation of Owner's Project Requirements (OPR), Prepare draft Basis of Design (BOD).

1.2.1.8 The Architect and/or Engineer shall prepare for approval by the County, electronic Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components in Adobe (pdf) format with mark-ups and comments enabled.

1.2.1.9 Architect and/or Engineer Design Documentation responding to program requirements:

- Site Plan;
- Floor plans at 1/8 "= 1'-0" scale for each level;
- All elevations at 1/8" =1'-0" scale;
- Two or more building sections at 1/8" = 1'-0" scale;
- Outline specifications indicating major systems and material choices for the project;
- Other illustrative materials - renderings, models or drawings necessary to adequately present the concept;

- All drawing sheets shall be 24" tall x 36" wide maximum or larger as approved by County Engineer

1.2.1.10 Structural Design/Documentation consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

- Preferred structural system and layout;
- Alternative structural systems

1.2.1.11 Mechanical Design/Documentation consisting of consideration of alternative materials, systems and equipment, and development of conceptual design solutions for:

- Energy Source(s);
- Energy conservation;
- Heating and ventilating;
- Air Conditioning;
- Plumbing;
- Fire protection;
- General space requirements;

1.2.1.12 Electrical Design/Documentation consisting of consideration of alternative systems, recommendation regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

- Power service and distribution;
- Lighting;
- Telephones;
- Computers;
- Fire detection and alarms;
- Security systems;
- Electronic communications;
- General space requirements;

1.2.1.13 Civil Design/Documentation consisting of a consideration of alternative materials and systems and development of conceptual design solutions for:

- On-site utility systems;
- Off-site utility work;

- Fire protection systems;
- Drainage systems;
- Paving;
- Traffic flow, access, and impacts

1.2.1.14 Landscape Design/Documentation services consisting of consideration of alternative materials systems and equipment and development of conceptual design solutions for land forms, lawns, and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants;

1.2.1.15 Interior Design/Documentation services consisting of space allocation and utilization plans based on functional relationships, consideration of alternative materials, systems and equipment and development of conceptual design solutions for Architect and/or Engineer, mechanical, electrical and equipment requirements;

1.2.1.16 Presentation consisting of Schematic Design Documents by the Architect and/or Engineer to the appropriate client representatives;

1.2.1.17 Obtain approval of the Schematic design from the County. The final schematic design documents will have a signature and date title block and Design Development Phase Services shall not commence until signature(s) of the County's duly authorized representative(s) are affixed to the documents and written authorization to proceed by the County Engineer is received by the Architect and/or Engineer. Architect and/or Engineer and consultant(s) shall include name of responsible Architect and/or Engineer or Engineer responsible for each sheet with registration number and "interim review" stamp or note affixed.

1.2.2 Design Development Phase

Prepare, from the Schematic Design Documents approved by the County, electronic (pdf) copies of Design Development Documents for the Project which will delineate the following:

- Title Sheet per Public Infrastructure Department office standard, 24" x36"sheet size shall be utilized for all drawing sheets. Electronic copies shall be to scale;
- Site, Survey, Landscaping Plans;

- Building location plan – locate building dimensionally with pertinent adjacencies, including but not limited to street lines and grades, property lines, required setbacks, easements, rights of way, manholes, sewers, hydrants, and light standards, interfaced with survey;
- Main entry level datum elevation with key exterior grades at building perimeter;
- Site development grading, detention, and landscaping plan;
- Overall preliminary site grading and defined design of external elements properly coordinated and interfaced with mechanical/electrical for utility entry points;
- Indicate areaways, vaults, access to subgrade spaces;
- Preliminary site and exterior building lighting scheme with Identification of fixture types;
- Parking area defined with preliminary plotting;
- Indication of paths, stairs, ramps, berms, terraces;
- Plant materials (indication and preliminary schedule);
- Base flood elevation information (if applicable);
- Utility connection locations;
- Design development details: railings, stairs, ramps, paving types and patterns, kiosks, benches, light standards, others;

1.2.2.1 Design development specifications floor plans

- Major mechanical/electrical systems determined, and their requirements reflected and indicated on plans;
- Indicate building core - elevators, stairs;
- All internal partitions of appropriate thickness indicated;
- Building perimeter (footprint) and exterior wall type, thickness and composition fixed;
- Adequate internal and external dimensions for “hard fix”;
- Floor, slab, and level elevations;
- partition types;
- Building core element - well worked out with dimensions: stairs, elevators, major typical shafts

1.2.2.2 Mechanical/Electrical Design Development Set

- Typical floor plans. Systems representation in diagrammatic (nondetailed)style, major items of equipment indicated, their space requirements and interface requirements with other systems
- Locations of major air-handling equipment, including but not limited to cooling towers, exhaust fans
- Preliminary details of major and unique conditions that impact on scheme (as determined by the Architect and/or Engineer)

1.2.2.3 Obtain approval of the Design Development Documents from the County in writing. Construction Documents Phase will not commence until signatures of the County's duly authorized representative(s) are affixed to the documents and written authorization by the County Engineer to proceed the next phase is received by the Architect and/or Engineer.

1.2.2.4 Upon submittal of the Design Development Phase Documents for review and approval by the County, the Architect and/or Engineer shall include cut sheets, manufacturer's literature, and Sweet's catalog data for all products contemplated for use in the project. Assemble all cut sheets in electronic format (pdf) and arrange in CSI format. Product cut sheets shall include but not necessarily be limited to the following: toilet fixtures and accessories, electrical and mechanical fixtures and related devices, hardware, doors, windows, interior and exterior finishes, graphics. All drawing sheets shall bear the responsible Architect and/or Engineer's or Engineer's name and registration number and "interim review" stamp or note affixed.

1.2.3 Construction Documents Phase

1.2.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the County, the Architect and/or Engineer and/or Engineer shall prepare, for approval by the County, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the bidding and contracting for the construction of the Project. County projects are bid using electronic (pdf) documents that must be to scale and contain the proper seal and signature of the

responsible Architect and/or Engineer and/or Engineer. The construction documents shall include but not necessarily be limited to the following:

- A project manual which shall include a set of technical specifications in accordance with the Construction Specification Institute's three-part format, typed with letter quality characters
- All the requirements necessary to satisfy the applicable Building Code and local, state, and federal governmental authorities having jurisdiction over the Project.

1.2.3.2 For those projects designated to seek LEED certification, the Architect and/or Engineer and/or Engineer shall provide the following:

- Finalize Energy Model;
- Finalize LEED design credits, prerequisites and exhibits;
- Incorporate LEED requirements and submittal requirements into project manual.

1.2.3.3 Apply for and obtain all approvals and permits required by local, state, and federal authorities (Texas Licensing and Regulation Commission, Texas Accessibility Standards, Army Corps of Engineers) and any local building permits on behalf of the County. Applications will be made no later than 90% complete documents.

1.2.3.4 Furnish the County, for review and approval, electronic 50% complete sets of drawings, specifications and final updated schedule for the Project. Note: The electronic files are to enable the County to make comments and mark-ups. All sheets shall bear the name of the responsible Architect and/or Engineer and/or Engineer or Engineer and registration number and “interim review” stamp or note affixed.

1.2.3.4 After incorporating the County's 50% review comments, furnish the County, for review and approval, electronic 90% complete sets of drawings and specifications, for the Project. The electronic files are to enable the County to make comments and mark-ups. All sheets shall bear the name of the responsible Architect and/or Engineer,

registration number and “interim review” stamp or note affixed.

1.2.3.5 After incorporating the County's 90% review comments, furnish the County, electronic 100% complete bid ready sets of the drawings, specifications, and updated schedule for the Project. The electronic files are to enable the County to make comments and mark-ups.

1.3 Environmental Review and Compliance:

1.3.1 Prepare Environmental Review Records (ERRs) in compliance with federal guidelines including, but not limited to NEPA, HMGP, and HUD’s HEROS platform including all forms and supporting materials required by HUD’s HEROS platform;

1.3.2 Complete standard ERRs within 90 days after the assigned task and within 120 days if additional studies are required. Exceptions may be provided on a case-by-case basis;

1.3.3 Conduct site visits, agency consultations, and public notices (e.g., FONSI, NOIRROF);

1.3.4 Identify and address environmental impacts, including floodplain/wetland issues, endangered species, and historical preservation requirements under Section 106;

1.3.5 Conduct additional studies as needed, including Phase I & II ESAs, wetland delineations, biological assessments, and archaeological surveys;

1.3.6 Experience preparing ERRs for public infrastructure projects using HUD’s HEROS platform and compliance with 24 CFR Part 58.

1.4 Permitting and Regulatory Compliance:

1.4.1 Secure required permits from local, state, and federal agencies, including U.S. Army Corps of Engineers (USACE), SHPO, and other regulatory bodies;

1.4.2 Ensure compliance with all CDBG, NEPA, Davis-Bacon, and other applicable regulations;

1.4.3 Ensure adherence to Section 3 requirements under 24 CFR Part 75, promoting economic opportunities for low-income individuals;

1.4.4 Monitor compliance with stormwater pollution prevention plans (SWPPP), stormwater quality management plans (SWQMP), and floodplain management strategies.

1.5 Procurement and Construction Oversight:

1.5.1 Assist with the preparation, contractor selection, and construction management;

1.5.2 Provide technical support during pre-bid conferences and respond to bidder inquiries;

1.5.3 Monitor construction progress and related activities, conduct site inspections, and ensure compliance with plans, budgets, and timelines;

1.5.4 Identify potential risks and develop mitigation strategies including regulatory challenges, budget overruns, or environmental delays, and propose mitigation strategies;

1.5.5 Implement robust quality assurance/quality control measures to ensure compliance with plans, budgets, and timelines;

1.5.6 Complete final inspections and punch lists;

1.5.7 Prepare final project reports and ensure all documentation complies with funding agency requirements.

1.5.8 Outline estimated timeframes for each phase, including project scoping, design, permitting, environmental review, procurement, construction oversight, and closeout.

1.5.9 Identify any critical path activities that may affect the overall project timeline and propose strategies for mitigating delays.

1.5.10 Include a timeline table or Gantt chart to illustrate project phases and key deadlines.

1.5.11 Demonstrate the firm's ability to meet or exceed required project timelines, considering potential regulatory reviews and approval processes.

1.6 Fee Schedule:

Provide proposed hourly rates for the following predetermined positions along with any additional necessary corresponding positions' hourly rates:

- Project Manager
- Senior Engineer

- o Environmental Specialist
- o Civil Engineer
- o Design Technician
- o Permitting Specialist
- o QA/QC Inspector
- o Administrative Support

2.0 BACKGROUND:

Fort Bend County is soliciting qualifications from professional Engineering consulting firms ("Respondents") to deliver comprehensive Engineering, Design, and Environmental Review Record (ERR) Services for Public Facilities and Infrastructure Non-Housing Projects within the Fort Bend County Service Area and small cities. These projects are funded through HUD's Community Development Block Grant (CDBG) program or other federal funding sources and must comply with all applicable federal, state, and local requirements. The County may select up to seven (7) qualified firms to provide on-call engineering services. Any contract awarded shall be for an initial period of up to three (3) years, with two (2) single-year renewals, commencing with a Notice to Award. Utilization of any selected firm is at the discretion of the County, and individual project assignments will be determined and provided by task order at the sole discretion of the County on an as-needed basis.

3.0 GENERAL:

3.1 The selected party will be requested to submit a proposal for an Engineering consulting services contract under the provisions of the §2254 of the Texas Government Code.

3.2 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

3.3 Submittals and any other Respondent information in response to this RFQ shall become the property of Fort Bend County.

3.4 Fort Bend County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk.

3.5 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.

3.6 Fort Bend County makes no guarantee that an award will be made as a result of this RFQ. Fort Bend County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFQ or contract when

deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Fort Bend County will not be bound to act by any previous communication or submittal by the firms other than those responding to this RFQ.

4.0 INSURANCE:

4.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFQ, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

4.2 At contract execution, contractor shall furnish County with property executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

4.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

4.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

4.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

4.2.5 Professional Liability insurance may be made on a Claims Made form with limits not less than $1,000,000.

4.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

4.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

5.0 INDEMNIFICATION:

Respondent shall indemnify and hold harmless County against all liability for damages arising from activities of Respondent, its agents, servants or employees, performed under this agreement to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Respondent, its agents, servants, employees, consultants under contract, or another entity over which the Respondent exercises control. Respondent agrees to reimburse County for reasonable attorney's fees in proportion to Respondent's liability.

5.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

5.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

5.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination

by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

5.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.

5.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

5.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

5.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

6.0 TEXAS ETHICS COMMISSION FORM 1295:

6.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, RFQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.2 On-line instructions:

6.2.1 Name of governmental entity is to read Fort Bend County.

6.2.2 Identification number used by the governmental entity is: Q25-039.

6.2.3 Description is the title of the solicitation: Engineering Consulting Services for Federally Funded Projects.

6.3 Highest evaluated vendor (s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

7.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

7.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

7.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

8.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

9.0 TENTATIVE SCHEDULE:

Advertisement begins:	March 16, 2025
Deadline for questions:	March 27, 2025
Responses due:	April 8, 2025
Evaluation of Submissions:	Week of April 15th

10.0 FORMAT REQUIREMENTS OF RESPONSE, QUALIFICATIONS, AND EVALUATION FACTORS:

10.1 To facilitate evaluation of submittals, provide one (1) original, eight (8) paper copies and one (1) electronic response on a flash drive is required. The electronic file must be searchable (not a scanned document). Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide submittals as required may result in disqualification.

10.2 Request for Qualifications must take the form of an 8-1/2-inch by 11-inch binder with a Table of Contents and all pages numbered in sequence (**maximum 40 pages**). Binder must allow reports to lay flat when open. Format of the response is to be portrait. The title page, letter of transmittal, table of contents, tabs, executive summary, or resumes are not included in the 40 page maximum page count. Font shall be no smaller than 12 point. Double sided pages are not permitted. Include the requested information within the tab, not in an exhibit or

attachment. Should respondent not provide their submittal in the format as stated herein, the response may be disqualified.

10.3 Respondents are required to follow the outline below when preparing their submission. Binder tabs must be utilized to identify each section.

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Understanding Scope of Work
2	Firm's Experience
3	Staff Experience
4	Financial Stability
5	Required forms (insurance, vendor forms, W9, debt form)

10.4 Executive Summary - This part of the response to the RFQ should be limited to a brief narrative highlighting the Respondent's submission. Note that the executive summary should identify the primary contacts for the Respondent.

10.5 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1 Understanding Scope of Work (weight factor = 30%)

- Understanding of Scope of Work: Respondents must express, in detail, their understanding of this specific project. In addition, describe how the project requested will be provided and managed. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

Tab 2 Firm's Qualifications and Experience (weight factor = 30%)

- Firm Experience with Similar Projects: Such experience must be in the form of providing Engineering consulting services and construction oversight for federally reimbursed/funded infrastructure projects for public entities. List a minimum of three (3) similar projects completed within the last ten (10) years to include the following information:

    - name of client and location of each project
    - contact name, phone number, email address
    - completion date
    - projects' schedule/timeline/Gantt chart, include number of calendar days stated at beginning of

contract and number of calendar days at project completion
- performance metrics
- quantity of change orders and/or amendments per project

- Encouragement of participation from small, minority, or women-owned businesses in compliance with 24 CFR Part 85.36(e).
- A comprehensive description of the approach to project delivery, including methodologies for meeting compliance requirements, risk management, and Quality Assurance/Quality Control.
- Innovative solutions or sustainable practices, such as low-impact development or energy-efficient designs.
- Outline how project risks such as delays, budget overruns, or regulatory challenges are identified and mitigated.
- Provide a sample of a detailed project schedule that includes key milestones, deliverables, and deadlines from previous project(s) using federal funds.
- A comprehensive description of the approach to project delivery, including methodologies for meeting compliance requirements, risk management, and QA/QC.
- Propose innovative solutions or sustainable practices, such as low-impact development or energy-efficient designs. Bonus points may be awarded for exceptional innovation.
- Outline how project risks such as delays, budget overruns, or regulatory challenges will be identified and mitigated.

Tab 3 Staff Experience (weight factor = 25%)

- Provide an organizational chart of the proposed team, showing the names and roles of all key personnel and the contractor they are associated with (if applicable).
- Provide resumes and biographies proving qualifications of key personnel assigned to specific areas of experience (Engineering design, environmental review, and project management)

Tab 4 Financial Stability (weight factor = 15%)

- Provide complete and accurate responses to the following questions:

  a. Has your Company ever failed to complete any work awarded to it in the last ten (10) years?
  b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers in the last ten (10) years?

c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If yes, please provide details.

Tab 5 Overall Completeness of Proposal (weight factor = 5%)

- Proof of Certificate of Insurance
- Completed Vendor forms
- Completed W9 form
- Completed Tax form

11.0 QUESTIONS:

Questions about this Statement of Qualification Package should be directed in writing to Cheryl Krejci, Assistant Purchasing Agent at Cheryl.Krejci@fortbendcountytx.gov. Questions will be accepted until **9:00 AM CST**, **Thursday, March 27, 2025.**

12.0 ADDITIONAL REQUIRED FORMS:

All respondents submitting shall complete the attached and return with submission:

12.1 Vendor Information Form

12.2 W9 Form

12.3 Tax Form/Debt/Residence Certification

12.4 Current Proof of Insurance, as stated in Section 4.0.

13.0 EXHIBITS:

Exhibit A: Contractor's Local Opportunity Plan

Exhibit B: "Equal Employment Opportunity is The Law" – English Poster

Exhibit C: "Equal Employment Opportunity is The Law" – Spanish Poster

Exhibit D: Certification Regarding Debarment

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

Exhibit F: Section 504 Certification

Exhibit G: Section 3 Requirements and Certifications

Exhibit H: Form HUD-4010

Exhibit I: Federal Clauses

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person ▶**	**Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

_____

_____

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
_____	_____
_____	_____
_____	_____
_____	_____

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

_____

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

_____ _____

Contractor Signature Date

_____

Printed Name

_____

Title

EXHIBIT A

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of _____.

A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of _____, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

_____
Signature

_____ _____
Title Date

EXHIBIT B

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EXHIBIT C

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND OTHER RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

_____

NAME OF CONTRACTOR

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contact under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Signature of Contractor Date

EXHIBIT E

APPENDIX 3

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 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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is 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 for 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.

Executed this _____ date of _____, 20____.

By_____
(signature)

_____
(typed or printed name)

_____
(title, if any)

Covered Action: _____
(type and identity of program, project or activity)

EXHIBIT F

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

_____

City State Zip

Telephone Number ( ) _____ - _____ Voice

( ) _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

EXHIBIT G

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit the "Intent to Comply with Section 3" form with the bid packet. Failure to do so shall result in the bid being incomplete.

- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3

- The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.

- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring

- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.

- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees and any other qualitative efforts to comply with Section 3. (Requirement applies to both contractors and sub-contractors.)

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

CDBG Grant # _____

Grantee Name _____

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

(To be provided with procurement documents and returned with all submitted bids)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
   a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
   b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business Registry here: https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

   Yes ☐ No ☐

   If yes, please estimate the number of hours to be completed on the project by all workers:

   _____

2. Is your business a Section 3 Business? Yes ☐ No ☐

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?

   Yes ☐ No ☐

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

   Yes ☐ No ☐

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

   Yes ☐ No ☐

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (Community) _____ on Section 3 efforts and accomplishments.

_____

Name of Contractor/Subcontractor

_____

Address

_____ _____

Printed Name Title

_____ _____

Signature Date

CERTIFICATION OF BIDDER
REGARDING SECTION 3
AND SEGREGATED FACILITIES

Note to Grant Administrators: Must be contained in all construction contracts, including subcontracts.

Name of Proposed Contractor	Project Name & Number

The undersigned hereby certifies that:

a. Section 3 provisions are included in the Contract.

b. An "Intent to Comply with Section 3" was certified and submitted as part of the bid proceedings

c. No segregated facilities will be maintained.

Signer Name _____

Title _____

SIGNATURE	DATE

CONTRACTOR PERMANENT WORKFORCE FORM

This form is used to determine the Section 3 Workers already employed by the bidding contractor. Section 3 Worker Certification is needed for all employees working on site.

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median	
		YES	NO		YES	NO

I certify the above employees are permanent employees of_____. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to the city/county for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

_____ _____

Signature Date Signed

Printed Name _____ Title _____

Company Name _____

SECTION 3 WORKER CERTIFICATION

A Section 3 Worker seeking the preference in training and employment shall certify eligibility (as defined in Section 75.5) by residency and household income. Please certify below and submit documentation, if available and applicable, to the recipient contractor or subcontractor.

I (Name) _____ , am a legal resident of (Community) _____

My permanent address is: _____

Household Income Guidelines:
Place a check mark beside the number of people in your (the worker's) household.

Place Check	Household/ Family Size	Income Limit
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

☐ My income for the previous year was below the amount next to the household/family size I checked on the table above.

☐ I am employed by a Section 3 business concern.

☐ I am a Youthbuild participant.

☐ I live within 1 mile of the project site for this federally funded project OR I have been informed I live within an allowed project service area.

☐ None of the above apply to me.

I affirm that the information contained in this report, including the above statements, are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

_____ _____

Worker's Signature Date Signed

Section 3 Business Concern Certification Form

To Self-certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

Section 3 Business Category	Required Documentation	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Self-Certification form for all low- and very low-income owners	☐
Over 75 percent of the labor hours performed for the business are performed by low- or very low- income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	☐
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Worker Self Certification form for all public housing and/or Section 8 owners	☐

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

_____ _____

Signature Date Signed

Printed Name _____ Title _____

Company Name _____

Address _____ Telephone _____

SECTION 3 BUSINESS OWNER CERTIFICATION

A business owner seeking Section 3 Business Certification shall certify and submit this form in conjunction with the Section 3 Business Concern Self-Certification form.

Owner Name _____

Percent Ownership of Business: _____

Household Income Guidelines:
Place a check mark beside the number of people in your (the owner's) household.

Place Check	Household/ Family Size	Income Limit
☐	1	
☐	2	
☐	3	
☐	4	
☐	5	
☐	6	
☐	7	
☐	8	

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

☐ My income for the previous year was below the amount next to the household/family size I checked on the table above.

☐ I currently reside in public housing or Section 8 assisted housing.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

_____ _____

Signature Date Signed

Section 3 Compliance
Targeted Section 3 And Section 3 Worker Tracking Form

Section 3 established benchmark goals for:

(a) 25% of total labor hours worked by Section 3 workers, and

(b) 5% of total labor hours worked by Targeted Section 3 workers.

Grantees must use the Section 3 Compliance Form to track the labor hours of the workers across all contracts and subcontracts involved in the Section 3 project. This spreadsheet will keep a running total of the labor hours, Section 3 hours, and the Targeted Section 3 hours worked. The Section 3 benchmark percentages are automatically calculated and adjusted when labor hours are added, to allow the Grantee to always know where it stands with benchmark compliance.

The Workbook must be completed in its entirety for each contractor and subcontractor. The Prime shall submit all worksheets to the grant administrator weekly. The grant administrator is responsible for maintaining an accumulative workbook for the entire project to be submitted to DCEO at the end of the project.

Monitoring will be conducted to verify the grant records to document how Section 3 requirements are being met, that the appropriate documentation, forms, and certifications are maintained in the file, and to check the status of meeting the benchmarks.

If the benchmarks are not met, reporting is still required. See Safe Harbor Compliance Form.

FINAL SECTION 3 UTILIZATION REPORT

(To be Completed by contractors and subs for all Projects at or exceeding $200,000)

A. SECTION 3 EMPLOYEE LABOR INFORMATION

Name of CDBG Grantee:		**CDBG Grant Number:**	
Wage Decision Number:			

Total Number of Labor Hours on Project	
Total Labor Hours:	
All Section 3 Worker Labor Hours:	
Targeted Section 3 Worker Labor Hours only:	

Labor Hour Percentage Results	**%**
*Section 3 Worker Benchmark = 25% *Targeted Section 3 Worker Benchmark = 5%	
Section 3 Worker Percentage:	00.00%
Targeted Section 3 Worker Percentage:	0.00%

Name of Contractor/Sub Contractor:			
Mailing Address:			
Telephone Number:		**Email Address:**	

B. CERTIFICATION

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project.

Printed Name _____ Signature _____ Date Signed _____

Section 3

NOTICE TO CITIZENS IN THE CITY/COUNTY OF_____

OPPORTUNITY FOR WORK

The _____ (Grantee Name) has received a $_____ Community Development Block Grant from the Texas General Land Office to _____ _____(description of project) in the City/County of_____ (project location).

This grant will provide the_____ (Grantee Name) the opportunity to search for eligible local citizens interested in participating in the project. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, provides that to the greatest extent feasible, preference for economic opportunities will be given to citizens in_____ (project location) who are determined to be low- and very low-income individuals. A low- and very low-income individual can be calculated by documenting household income of less than 80 percent of the county median income. Opportunities such as job training and employment that arise through this Community Development Block Grant project will be directed toward City/County residents. A Section 3 business concern can be eligible for a Section 3 contract as awarded in connection with CDBG projects if they meet at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over seventy-five (75) percent of the labor hours performed by the business are performed by low- or very low-income persons; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 requirements apply to the Community as a grantee, if the project activity is more than $200,000 in funding from housing and community development financial assistance programs.

If you wish to determine if you qualify or have an interest in serving as a subcontractor for this project, please contact_____ _____,_____

_____.

If you are interested in job training or other employment resources, please contact:

Community Development - Fort Bend County
301 Jackson Street, Ste. 602
Richmond, Texas 77469
Office: 281-341-4410
Email: communitydevelopment@fortbendcountytx.gov
Website: www.fortbendcountytx.gov/government/departments/community-development

Examples of Efforts to Award Contracts to Section 3 Businesses

1. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain addition al information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Housing Authority.
2. Utilizing the HUD Opportunity Portal to identify Section 3 Businesses in the project's service area and providing written notice of the contracting opportunity or sending invitations to bid directly to those businesses. Checking Texas' Disadvantaged Business Registry as part of the Business Enterprise Program (BEP). Please note that CMS does not track or certify for Section 3. However, the businesses listed may be interested in becoming a Section 3 Business Concern.
3. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
4. Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
5. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
6. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
7. Contacting agencies administering HUD YouthBuild programs, and notifying these agencies of the contracting opportunities.
8. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

Examples of Outreach Efforts to Offer Contracting, Training and Employment Opportunities to Section 3 Workers

1. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to public housing units and common areas of all developments within the project's service area. Consult the CDBG Management Guide to determine the project's service area.
3. Utilizing HUD Opportunity Portal and Section 3 Business Registry to post employment opportunities, or to find Section 3 Businesses and/or Workers in the project's service area
4. Referring Section 3 workers to Workforce job centers or other providers that offer resume building, interview preparation, job search and placement, financial literacy or other job readiness services.
5. Referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
6. Conducting job interviews at the housing development or developments where Section 3 workers reside, or at a location within the neighborhood or service area of the Section 3 project.
7. Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild program participants for any training and employment opportunities.
8. Holding one or more job fairs.
9. Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

EXHIBIT H

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of
Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DavisBacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the DavisBacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of

this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT I

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), EMERGENCY SHELTER/SOLUTIONS GRANT (ESG), OR HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Contractor understands and acknowledges that this Agreement is being funded totally or partially with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all applicable Federal, state and local laws and regulations governing these funds. These terms flow down to all third party contractors and their subcontracts at every tier, unless a particular award term or condition specifically indicates otherwise. The Contractor shall comply with the following clauses **and include them in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.**

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at $50,000 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.

2. Termination.

All contracts of $10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts.

<u>The following clause applies for all non-construction contracts.</u>

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 by the contracting officer 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 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 may be directed by the Secretary of Labor 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all "federally assisted" Construction Contracts.

The following clause applies for all federally assisted construction contracts where "federally assisted construction contracts" is defined as in 41 C.F.R. Part 60-1.3, or 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:

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.

5. Records to be Maintained.

The Contractor shall maintain proper documentation to ensure compliance with 24 CFR Part 570 including records documenting compliance with the fair housing and equal opportunity components of the CDBG program; financial records as required by 24 CFR Part 570.502.

6. Records Retention.

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years from receipt of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

7. Disclosure.

In such case where client data is collected, the Contractor understands that client information collected under this contract may be confidential and the use or disclosure of such information, when not directly connected with the administration of the County's or Contractor's responsibilities with respect to services provided under this contract, may be prohibited by State of Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

8. Close-outs.

Contractor obligation to the County shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

9. Audits & Inspections.

All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Contractor shall include the above paragraph in each subcontract financed in whole or in part with Department of

Housing and Urban Development (hereinafter referred to as HUD), funds for federal funding of a Community Development Block Grant Program (hereinafter referred to as CDBG) HUD funds.

10. Failure of the Contractor to Comply.

Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Contractor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Contractor audits and 2 CFR Part 200, Subpart F.

11. OMB Standards.

Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 200.318, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.

12. Uniform Administrative Requirements.

The Contractor shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at § 570.502.

13. Travel.

The Contractor shall obtain written approval from the County for any travel outside the County. Travel must be in accordance with the County's Travel Policy.

14. Debarment and Suspension.

The following clause applies only for contracts of $25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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 No. 12549. These provisions apply to each contract at any tier of $25,000 or more,

and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to 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. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Civil Rights.

The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

a) Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including the applicable non-discrimination provisions in Section 109 of the HCDA which are still applicable. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, 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 contracting agency setting forth the provisions of this nondiscrimination clause.

b) Section 504

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706)

which prohibits discrimination against the handicapped in any federally assisted program. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

c) Fair Housing Act

The Contractor will not violate the Fair Housing Act which prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin and provides protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. Contractor will abide by all requirements as set by the Fair Housing Act for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

16. Affirmative Action Approved Plan.

The Contractor agrees that it shall be committed to carry out pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. When requested, the County shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action program for approval prior to the award of funds.

17. Small, Women- and Minority-Owned Businesses (W/MBE).

The Contractor will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632),the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by Contractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

18. Access to Records.

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

19. Notifications to Labor Unions.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

20. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

21. Prohibited Activity.

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

22. OSHA.

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

23. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

<u>The following clause applies only for contracts of $100,000 or more that involve the employment of mechanics or laborers.</u>

Where applicable, all contracts awarded by the non-Federal 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.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of $100,000 or more that involve the employment of mechanics or laborers.

24. Davis-Bacon Act and Copeland "Anti-Kickback" Act.

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor shall maintain documentation, which demonstrates compliance with hour, and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under Agreements in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the County pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Subtitle A governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such Agreements subject to such regulations.

The Contractor shall also comply with 24 CFR Part 70, which sets out the circumstances under which individuals who volunteer their services, may be used.

25. "Section 3" Clause.

The Contractor agrees to comply with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Failure to fulfill these requirements shall subject the County, the Contractor and any subcontractors, their successors and assigns, to those sanctions specified. Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 75, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 75 REGULATIONS.

THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 75, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 75. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 75.

THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 75 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 75.

NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 75 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

26. Notifications to Labor Unions.

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its 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.

27. Subcontractor Approval.

The Contractor shall not enter into any Subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such agreement.

28. Subcontractor Monitoring.

The Contractor will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

29. Agreements with Subcontractors.

The Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any Subcontract executed in the performance of this Agreement.

30. Selection of Subcontractors.

The Contractor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all

Subcontracts shall be forwarded to the County along with documentation concerning the selection process.

31. Hatch Act.

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

32. Conflict of Interest.

The Contractor agrees to abide by the provisions of 2 CFR Part 200 and 24 CFR 570.611, which include (but are not limited to) the following:

a) The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Contractor, or any designated public agency.

33. Byrd Anti-Lobbying Amendment.

<u>The following clause applies only for contracts of $100,000 or more.</u>

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying."

The Contractor certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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.

b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of paragraph (d) 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 contractors shall certify and disclose accordingly:

d) 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.C. 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.

34. Architectural Barriers Act and the Americans with Disabilities Act.

The Contractor shall comply with the following clauses and include them in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Contractor also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

35. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will 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".

36. Equal Participation of Faith-Based Organizations.

The Contractor shall include the following clause in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor. The Contractor agrees that funds provided under this Agreement will not be directly utilized for explicitly religious activities, such as worship, religious instruction, or proselytization in accordance with the federal regulations specified in 24 CFR 5.109 "Equal Participation of Faith-based Organizations in HUD Programs and Activities." The Contractor must also document their compliance with the faith-based activities regarding disposition and change in use of real property as required under 24 CFR §576.406.

37. Clean Air.

The following clause applies only for contracts of $150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

38. Clean Water.

The following clause applies only for contracts of $150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

39. Environmental Conditions.

In addition to those conditions already stated, the Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).

40. Procurement of Recovered Materials.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

41. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

42. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

43. National Flood Insurance Program.

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Contractor agrees that CDBG funds cannot be spent for acquisition or construction

purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. Contractor also acknowledges that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).

44. Floodplain Management (24 CFR Part 55).

Contractor will select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order 11988, Floodplain Management, directs agencies "to avoid direct or indirect support of floodplain development wherever there is a practicable alternative" (24 CFR Part 55).

45. Flood Disaster Protection Act of 1973.

The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

46. Lead-Based Paint.

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

47. Historic Preservation.

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the Texas Historical Commission for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

48. Build America, Buy America.

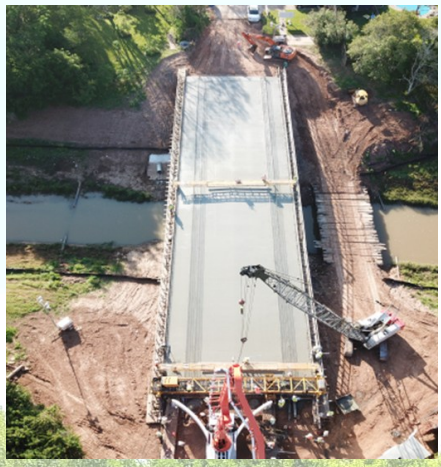
The Contractor shall comply with the requirements of the Build America, Buy America Act that requires all of the iron and steel, manufactured products, and construction materials used in this project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials purchased with funds from this agreement will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the County of any authorized federal agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall be considered a breach of contract.

Exhibit B

Contractor's Response to RFQ 25-039

STATEMENT OF QUALIFICATIONS

RFQ NO. 25-039
STATEMENT OF QUALIFICATIONS (SOQ) TO PROVIDE ENGINEERING CONSULTING SERVICES FOR FEDERALLY FUNDED PROJECTS FOR FORT BEND COUNTY COMMUNITY DEVELOPMENT



Submitted To:
Fort Bend County

Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

ORIGINAL

Submitted By:

GC Engineering, Inc.
2505 Park Avenue
Pearland, Texas 77581

April 08, 2025

GC Engineering, Inc.
2505 Park Avenue, Pearland, Texas 77581
Phone: (281) 412-7008, Fax: (281) 412-4623
www.gc-engineering.com

April 8, 2025

Fort Bend County Purchasing Department
Travis Annex, 301 Jackson, Suite 201
Richmond, TX 77469

Reference: **Engineering Consulting Services for Federally Funded Projects for Fort Bend County Community Development, RFQ 25-039**
Fort Bend County, Richmond, Texas

Dear Sir/Madam:

GC Engineering, Inc. (**GCE**) is pleased to submit the enclosed Qualifications as our response to the above RFQ for the Fort Bend County, Texas (**County**). It is understood that the proposed projects consist of Public Facilities and Infrastructure Non-Housing Projects within the Fort Bend County Service Area and small cities. It is also understood that these projects will be funded through HUD's Community Development Block Grant (CDBG) program or other federal funding sources and complying with all applicable federal, state, and local requirements.

GCE has assembled a highly qualified team to address the disciplines outlined in the RFQ. GCE as the prime firm is responsible for overall project management, client and stakeholder coordination, technical studies and design, and other managerial responsibilities. GCE will be complemented by **Weisser Engineering & Surveying (WES)** (surveying services), **Terracon Consultants, Inc. (TCI)** (Environmental and Archeology services), **Geotest Engineering, Inc. (GEI)** (geotechnical services), **Qusrawi, LLC (QUS)** (mechanical engineering), and **George Meeks LandPRO, Inc. (GML)** (Architectural/Landscaping/ Section 3 services). GCE will also supplement the project team with other subconsultants for TDLR services, video survey of utilities, traffic counting, construction material testing, etc., as required. Furthermore, all the staff members proposed in the SOQ are readily available throughout the period of Contract to successfully complete the project(s) within budget and within the County's stated time period.

GCE is a professional engineering and planning firm with experience in a wide range of civil engineering projects relevant to those specified in the RFQ. Founded in 2004, GCE has successfully undertaken many infrastructure projects for various neighboring Cities, Counties, and private clients. Located in Pearland, TX, GCE has a diverse professional staff of civil engineers, hydrologists, designers, and technicians specialized in civil engineering services required for this RFQ. GCE's proposed **Project Manager, Mr. Mahendra Rodrigo, P.E., CFM**, has over 40 years of professional experience in planning and design of infrastructure projects for Cities and Counties in the region.

We are excited about the potential opportunity and look forward to working with the County on these important projects. Should you have any questions or require additional information, please contact me at (346) 773-4406 or email me at crodrigo@gc-engineering.com.

Sincerely,
GC ENGINEERING, INC.

Chandi Rodrigo, P.E.
Principal

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Executive Summary

GCE is proud of our 20-year successful history on infrastructure projects for Local, State, Federal, and Private clients. We strive to develop innovative solutions to solve problems, and we have excelled in incorporating sustainable and exact solutions for many infrastructure projects. Our work history with the Cities and Counties in the region including the on-going Project for Fort Bend County Toll Road Authority, Fort Bend Parkway Toll Road Segment B-3 Project, has prepared our team to successfully complete the proposed assignments resulting from the County's RFQ.

The project experience described in this submittal demonstrates our understanding of various public infrastructure projects. It should be noted that over 40 years of expertise in Infrastructure Project Design by key GCE personnel, GCE brings project specific optimum solutions for selecting appropriate analytical methods/procedures and devising solutions. This has resulted in significant cost savings for our clients due to avoiding unnecessary costs for over analyzing and over designing projects.

- **Firm Information**

GCE is registered under the Texas Board of Professional Engineers and Land Surveyors from May 2004. GCE is also certified as a Historically Underutilized Business (HUB) with the State of Texas, Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) with the City of Houston, Small Business Enterprise (SBE) with Metropolitan Transit Authority of Harris County (METRO), and certified as an ABE, ESBE, MBE, SBE, and WBE with South Central Texas Regional Certification Agency (SCTRA) of Bexar County, TX. The following is a summary of GCE's organization structure:

a) Firm name: **GC Engineering, Inc.**
b) Firm type: **C-Corporation**
c) Date of Firm Formation: **April 21, 2004**
d) Firm Registration: **F-7889 -Texas Board of Professional Engineers**
e) Office Address: **2505 Park Avenue,**
Pearland, Texas 77581
f) Number of employees: **13**
g) Telephone Number: **(346) 773-4401**
h) Facsimile Number**: (281) 412-4623**
i) Authorized Individuals representing the company in contractual obligations:

Name	Phone Number
Mahendra Rodrigo, P.E., CFM	**(346) 773-4404**
Chandi Rodrigo, P.E.	**(346) 773-4406**

1. Understanding Scope of Work

1. Understanding Scope of Work

i. Understanding of the Projects

GCE staff is intimately familiar with the proposed project areas through working on numerous projects including the extension of Lake Olympia Parkway (LOP) from Fort Bend Parkway Toll Road (FBPTR) to FM 521, the Extension FBPTR from 1,600 feet east of Sienna Ranch Road (SRR) to 500 feet east of Sienna Plantation Levee Improvement District (SPLID) Levee (Segment B-3), and replacement of two bridge structures on Glen Lakes Lane over Oyster Creek and Oyster Creek Tributary in City of Missouri City.

It is understood that the County's proposed "Non-Housing Projects" are funded through HUD's Community Development Block Grant (CDBG) program or other federal funding sources and must comply with all applicable federal, state, and local requirements. The project tasks will include surveying, geotechnical engineering, Environmental Review Record (ERR), mechanical, structural, landscaping, architecture, electrical, project design, bid document preparation and bidding assistance, permitting, material testing, and construction phase services.

The key individuals of the GCE Team including the proposed Project Manager possess extensive similar project experience, some within the County as indicated above.

ii. Project Approach

The key elements of the GCE's project approach are as follows:

Project Initiation, Coordination, and Execution

Our process will involve a significant amount of due diligence during the early planning process to ensure smooth project execution and completion. GCE's approach includes the following:

- Initiate the Project with a project kick off meeting with The County. GCE's approach begins with careful planning in the early stages to identify all project variables, including physical constraints, existing conditions, project impacts, permitting and approvals, and potential issues during construction. Project Development will enable GCE not only to fine-tune the project approach but also to minimize or avoid costly changes during the design and construction process while increasing efficiency and effectiveness.
- Perform a site visit of the project site(s) and study the available information including the boundary and topographic surveys, FEMA flood studies, existing utilities, aerial mapping, County's GIS mapping, and NWI mapping for the area. GCE will also study the developments within and in the vicinity of the project area, including ongoing and planned construction projects.
- Establish subtasks, task budgets, detailed schedules, progress reporting system, and invoicing consistent with project billing requirements. This may include surveying, development of the right of way/easement documents, environmental investigation reports.
- Develop a detailed Quality Assurance/Quality Control (QA/QC) and Constructability Plan to enable continuous monitoring and early detection of issues.
- Work as an extension of the County staff throughout the project to ensure seamless project performance.
- Coordinate closely and effectively between disciplines involved in the project as well as all stakeholders to ensure smooth project execution.
- Use value engineering throughout the design process.
- Perform work and submit deliverables on time and within budget in accordance with the set QA/QC Plan. Provide independent QA/QC of all submittals.

- Prepare milestones/progress, invoices consistent with the County's procedures.
- With the County's concurrence, adopt Low Impact Designs (LID) and environmentally friendly solutions, where feasible.
- Use most recent and appropriate Procedures – GCE is familiar with the County's standards, methods, procedures, policies, guidelines, and specifications.
- Provide an effective document management protocol to ensure the availability of information to the design team as well as the County during all facets of the project. This would include maintaining project documents in sharepoint for ready access to the County and the design team.
- Perform bid and construction phase services.

Roadway Design

- Perform alternative analyses of the project and present to the County with recommended alternative in order to arrive at the optimum and cost-effective solutions.
- Conduct Traffic Operations Studies, if required, to determine optimum and most economical lane arrangement/configuration in order to promote streamlined traffic movement.
- Conduct Traffic Warrant Studies to determine the need for traffic signals, stop signs, as well as other traffic control measures, as required.
- Design improvements to roadway intersections which may consist of addition of turn lanes, improved sight distances, modified/new traffic signals, improvements to pedestrian facilities, intersection redesign, etc.
- Improve horizontal alignment to be consistent with the design speed including smoothening of the sharp curves.
- Design the horizontal and vertical geometry of the roadway minimizing the right-of-way impacts while meeting the design criteria.
- Minimize impacts to nearby driveways and utilities, environmental resources during the geometric design process.
- Design roadways consistent with the County's requirements.
- Provide proper sidewalk transitions from roadway to bridge consistent with the ADA requirements.
- Conduct utility coordination meetings with all utility owners and closely coordinate throughout the project execution on relocation of utilities.
- Prepare construction staging and Traffic Control Plans (TCP) emphasizing the need for minimum disruption to traffic and continuous access to businesses, homes, and intersecting driveways/roads within the project area.
- Determine the most economical and efficient roadway storm water conveyance and management system for the project through an alternative analysis. Coordinate drainage approvals with the County and the relevant Drainage District(s).

Hydrology and Hydraulics

- Determine appropriate H&H analysis, modeling and design tools, and methodologies to be adopted with special focus on their sufficiency to reach final goals including permitting agency requirements.
- Evaluate existing drainage systems and incorporate them in improvement designs in order to cut costs and reduce disturbances.
- For roadway projects, develop alternative drainage schemes and an analysis of alternatives so that the optimal drainage system may be found.
- For bridge projects, determine the most economical and efficient bridge sizing for flood conveyance and impact mitigation for the project.
- Perform a bridge scour analysis consistent with TxDOT requirements.
- Coordinate with the County at the initial stage and throughout the project to ensure timely approvals.

Other

- Utilize existing surveys to the maximum and supplement with additional information where needed.
- Devise a detailed and geotechnical exploration program that would provide adequate design parameters for pavement and utility design.
- Give a special emphasis to the native fauna and flora and the character of the project area in designing landscaping elements. Protect existing trees/shrubs and other natural resources.
- Conduct utility coordination meetings to ensure timely relocation of utilities within the project area.

Construction services and Project Close-Out

- Conduct a Pre-Construction Meeting and identify all personnel responsible for safety, construction of various aspects, inspection, testing, and approvals. Set all procedures and mechanisms to ensure an efficient program.

During Construction - Old Alvin Road Widening Project, City of Pearland, Pearland, Texas (January 2019)

- Provide construction services and be proactive in resolving potential issues.
- Review submittals to ensure that the components proposed meet or exceed those specified on plans and specifications.
- Work with the County and the contractors to effectively disseminate information to the public on road closures, detours, and anticipated milestones.
- Provide construction management/inspection services, as requested by the County.
- Track the schedule and take corrective action, as necessary, to meet all deadlines.
- Assist the County in the Project Close-Out including preparation of As-built plans, securing warranties, maintenance bonds, and other documents, as necessary.

2. Firm’s Qualifications & Experience

2. Firm's Qualifications & Experience

i. Firm's Experience with Similar Projects

GCE has provided Clients with all aspects of engineering services including initial planning, schematic to final design, preparation of plans, specifications and cost estimates as well as construction management related to similar projects outlined in this RFQ. Some of GCE's specific services include:

Roadway Alignment Studies – GCE professional staff possess extensive experience in performing roadway/highway route studies to determine the optimum routing of facilities that minimizes/alleviates the impacts such as environmental, socioeconomic, and cultural resources while providing economical and sound engineering solutions.

Roadway and Bridge Design - GCE staff possess experience in the design of road reconstruction, roadway widening, new roads, bridge widening, new bridges, and pavement rehabilitation projects. This experience will facilitate the GCE staff's ability to devise cost effective, efficient designs to address County's civil engineering project needs.

Pavement Rehabilitation and Ramp Accessibility Design - GCE possesses experience in conducting safety surveys, condition assessments including investigation of failed and distressed pavements, driveways, curb ramps, and associated structures and devising comprehensive and exact solutions for replacement and/or improvements in order to provide for safe pedestrian and vehicular traffic movement.

Traffic Engineering - GCE staff possess experience in traffic engineering, devising safe and efficient traffic control plans, signalized intersection design including signal modification, traffic signal warrant studies, and capacity augmentation. GCE utilizes Highway Capacity Software (HCS+), Synchro 11 plus SimTraffic for transportation/traffic modeling as well as for intersection analysis.

H&H Engineering - GCE staff possess extensive experience in conducing assessments devising solutions for complex H&H problems using various analytical tools including; HEC-HMS/RAS, HEC-GeoRAS , UNET, Winstorm, HouStorm, Interconnected Channel & Pond Routing Modeling Program (ICPR), Storm Water and Watershed Modeling Software (XPSWMM), HY-8, and SMS-RMA2.

Flood Control Design - GCE possesses multi-discipline planning, analysis, modeling and capabilities with nation-wide experience to address all dimensions of flood control projects. Available capabilities include, but are not limited to:

- Hydrologic and Hydraulic modeling.
- Field Investigation.
- Channel and streambank stabilization.
- Microstation/CADD design.

Storm Sewer Design - GCE staff understand the constraints posed by factors such as available funding, Right-of-Way limitations, existing structures such as bridges and other potential bottlenecks as well as utilities. When devising drainage improvement solutions, GCE is well known for formulating only the "achievable" alternatives within a given set of constraints. When designing storm systems, especially storm trunk lines, GCE excelled in providing cost effective solutions by using optimum sizes at optimum slopes, and by placing junction boxes and manholes in strategic locations.

Stable Channel Design - GCE possesses experience in working with local geomorphological conditions to design

stable channels free of erosion and scour. These include utilization of environmentally friendly solutions to stabilize failing channel banks. Techniques utilized include: stabilizing channel banks with twigs/joint planting, use of bio-woven blankets, reno mattresses, gabions, etc. GCE has successfully adopted these applications for local projects.

Special Design Considerations - In coordination with the Client and Stakeholders, GCE performs a thorough review of the proposed project(s) and identify potential issues including environmental concerns, community impacts, future development/project impacts, as well as obstacles such as major pipelines, and devise plans to address them effectively and efficiently during project execution. This has saved GCE Clients significant time and costs while achieving wide acceptance by Stakeholders.

Utility Engineering - GCE staff brings a variety of utility engineering experience including design and construction services for water, sanitary sewer, storm sewer, new utilities, relocations, rehabilitation, and reconstruction. In addition, GCE brings significant experience in subsurface utility engineering including identification of conflicts and successful utility coordination throughout project inception to project close-out process.

Waterline Design - GCE staff possesses experience in the design of water and sewer, sanitary sewer and water plants and wastewater treatment plants. GCE staff members are intimately familiar with the design guidelines and ordinances of several public entities and agencies in the area. This experience will facilitate the team's ability to devise cost effective, efficient designs to address County's future project needs.

Special Design Considerations - In coordination with the Client, Stakeholders and Team members, GCE performs a thorough review of the proposed project and identify potential issues including environmental concerns, community impacts, future development/project impacts, as well as obstacles such as major pipelines and devise plans to effectively and efficiently address them during project execution. This has saved GCE Clients significant time and costs while achieving wide acceptance by Stakeholders.

Public Involvement/Outreach - GCE is well experienced in working on programs that are sensitive and are of significant public interest. GCE experience includes assisting clients and conducting public meetings, public workshops, preparing project fliers and distribution, hosting websites, newsletters, and informal small group meetings. The success of GCE is mainly attributed to the ability to communicate effectively through the understanding of the stakeholder concerns as well as the ability to prepare exhibits and other material that could be understood by a lay person.

Preparation of Design Plans and Construction Documents - GCE utilizes a number of CAD software and hardware packages to meet job-specific requirements including the Client's requirements. Among the software CAD platforms used are AutoCAD Civil 3D 2023 enabling GCE to perform designs efficiently. Other software include; OpenRoads Designer, Intergraph MicroStation, POWER GEOPAK, ArcGIS, and ArcView. GCE professionals offer complete cost estimating and specifications services relating to conceptual through final designs. In addition, GCE produces specifications using SPECSINTACT, MASTERSPEC, CSI, and various other Client specific formats.

Familiarity with Federal, State, and Local Regulations - County can have complete confidence that all regulatory aspects of the project will be professionally handled. Through numerous similar projects throughout the region, GCE Staff has acquired a thorough knowledge of federal, state, and local regulations including those of Brazoria County and has worked closely with state regulatory agencies, including all of those in the County's region of responsibility.

Bidding and Construction Services – GCE regularly provides full-service Construction Management Services on

projects and is prepared to provide these services to the County on this important program. GCE has extensive experience in providing construction services for a wide variety of projects. The types of projects vary from construction costs of $100,000 to over $50 million. Services include bidding and bid assistance, bid evaluation and assistance with contractor selection, shop drawing reviews, responding to contractor requests for clarification, site inspections, as-built drawings, and project close-out assistance.

ii. Federally funded public work construction project Experience

GCE brings comprehensive experience on Federally funded construction projects. Selected examples of Federally Funded Construction Projects performed by GCE for various local Municipalities and Counties are as follows:

1. Drainage Improvement at Westchester Circle between FM-518 and Manvel Road, Pearland, Texas

Before Project

After Project Completion

Project Owner's Name/Address:
City of Pearland
3519 Liberty Drive
Pearland, Texas 77581
Mr. Rajendra Shrestha, P.E., CFM,
City Engineer, Phone: (281) 652-1649

Completion Date:	2015
Entire Project:	$366,800.00
Work for Which Firm Was Responsible:	100%

The City of Pearland (COP) retained GCE to provide professional engineering services for the drainage improvement and construction of approximately 2,000 linear feet of sidewalk along Westchester Circle. The project was a Community Development Block Grant (CDBG) funded and therefore, GCE prepared construction documents and provided construction services in accordance with the requirements for federally funded projects.

GCE carried out a drainage study for the highly residential sub-watershed which frequently got flooded due to an inadequate open ditch drainage system. GCE designed a storm drainage system to minimize neighborhood flooding. The WinStorm program was used for design analysis. Drainage improvement alternatives were developed and analyzed to minimize flooding subjected to 100-year event consistent with the COP design criteria. The alternatives were evaluated based on the overall costs, constructability, impact to the neighborhood, and effectiveness. A storm drainage scheme comprising of open channels and new storm sewers was selected for the

design. Permitting and approvals secured by GCE included Brazoria Drainage District #4 approvals for proposed drainage, drainage design approval from TxDOT Houston District, pipeline crossing approval from Houston Pipeline Corporation, and TDLR approval for ADA compliance on sidewalks.

GCE completed the project within budget and schedule with high quality. The project did not experience any change orders due to engineering deficiencies. GCE provided construction support services throughout the construction period.

2. City of Galveston Sidewalk Design, Galveston, Texas

Project Owner's Name/Address:

City of Galveston
Public Works Department, 832 Rosenberg,
2nd Floor, Galveston, Texas 77550

Completion Date: 2019
Entire Project: $685,000
Work for Which Firm was Responsible: 100%

Mr. Angelo Grasso, Director of Public Works
Phone: (979) 864-1265

GCE was contracted by the City of Galveston (COG) for professional engineering services for the design of approximately 15,000 feet of sidewalk at various locations in the COG. The project was performed utilizing CDBG funding. The design included a 5-foot sidewalk for Avenue K and L, and a 4-foot sidewalk for Hollywood Heights Area. It was the intent of the COG to initiate sidewalk design from 25th Street and proceed towards 57th Street until the estimated construction cost reaches the available funding limit. GCE performed an assessment of the needs and assisted the COG in planning for sidewalk construction utilizing the available funding.

The work included sidewalk and pedestrian ramp design, striping at crosswalks, utility coordination and relocation, design of retaining walls to overcome grade differences, reconstruction of driveways, and compliance with the requirements of the COG and Americans with Disabilities Act (ADA) standards.

Services also included preparation of schematics, final design, construction plans, specifications, and estimates documents for the projects. Design alternatives and construction costs were provided to ensure that the projects can be built with available funding. GCE successfully completed the project construction within budget and on

schedule. The projects did not experience any change orders due to engineering deficiencies. GCE also provided construction support services throughout the construction period. Construction was completed in 2019.

3. County Road 101 Reconstruction and Drainage Improvements, Brazoria County, TX

Flooded CR-101 after Hurricane Harvey in 2017

After Construction

Project Owner's Name/Address:
Brazoria County
451 North Velasco, Suite 230
Angleton, Texas 77515
Mr. Matt Hanks, JD, P.E., County Engineer
Phone: (979) 864-1265

Completion Date:	January 2021
Entire Project:	$15.9 Million
Work for which firm was responsible:	100%

GCE was contracted by Brazoria County to provide preliminary and final engineering services for reconstruction of approximately 2.2-mile section of County Road 101 from CR-90 to FM-1128. This project was selected for Federal funding. GCE performed the work including preparation of contract documents consistent with Federally Funded project guidelines, and as a TxDOT's Local Government Participation Project (LGPP). The project included the removal of existing 2-lane, 20-foot wide, asphalt pavement with open ditches and construction of a new 4-lane curb and gutter concrete boulevard section with 12-foot wide lanes in each direction with an 18-foot grass median, and ten-foot wide sidewalk within a proposed 120-foot Right-of-Way (ROW).

GCE's services included roadway design, hydrologic and hydraulic (H&H) analysis, drainage, traffic signal warrant studies, signalized intersection design at CR-89 and CR-90 intersections, and preparation of Preliminary Engineering Report (PER), PS&E, construction plans, and bid documents. The design was performed per TxDOT criteria.

The 610-acre sub-watershed to the south of CR-101 experienced frequent flooding due to inadequate conveyance to the outfalls along Mary's Creek. An extensive drainage design study was conducted to determine the area drainage and impacts related to the proposed project, and to provide for mitigation measures to alleviate existing drainage problems within the project vicinity. The drainage system, which comprised of storm sewers and roadside ditches was designed to convey the peak flows from the 100-year storm recurrence interval. due to proposed improvements. Existing HEC-HMS and HEC-RAS models for Mary's Creek were updated to study impacts due to proposed improvements. H&H modeling was used to determine the peak flows and water surface elevations along Mary's Creek for various offsite storm water detention alternatives to achieve no impact conditions. A street ponding analysis was also performed using City of Houston's HouStorm model. GCE designed an off-site detention pond with 28.0 ac-ft capacity to mitigate drainage impacts.

Based on the procedures outlined in the TMUTCD, traffic signal warrant analyses were performed at the intersection of CR-101/CR-89 and CR-101/CR-90. The intersections were analyzed for the built year (2020) and for the Year 2022 traffic which was projected at an annual growth rate of 10%. As signals were warranted at both intersections, GCE designed fully actuated mast arm traffic signals with video detection.

iii. Projects that were located in this general region

Most of GCE's projects similar to those to be performed under RFQ 25-039 are located within Fort Bend, Brazoria, Harris, and Galveston Counties. Some of the projects include:

- Extension of Fort Bend Parkway Toll Road (FBPTR) from 1,600 feet east of Sienna Ranch Road (SRR) to 500 feet east of Sienna Plantation Levee Improvement District (SPLID) Levee, (Segment B-3), Fort Bend County Toll Road Authority, Fort Bend County, Texas
- County Road 101 Widening from CR-90 to FM-1128, Brazoria County, Texas
- McHard Road Extension between Cullen Blvd. (FM-865) and Mykawa Road, City of Pearland, Brazoria County, Texas
- University Boulevard Reconstruction between Kirby Drive and Main Street, City of Houston, Harris County, Texas
- Two Bridge Replacement Projects on Glenn Lake Drive over Oyster Creek and tributary, City of Missouri City, Fort Bend County, Texas.
- Mustang Bayou Stream Bank Repair at two locations, City of Alvin, Brazoria County, Texas
- Old Town Site Drainage Improvement Project, City of Pearland, Brazoria County, Texas
- Over 50 other similar projects in Pearland, Houston, Manvel, Alvin, Iowa Colony, Brookside Village, and Missouri City, Texas.

Detailed descriptions of selected local infrastructure projects performed by GCE for various local Municipalities and Counties in the region are presented at the end of TAB 2.

iv. Extent of Experience in Construction Management

GCE has performed construction management and inspection work for numerous projects for public and private agencies. GCE utilizes both Primavera P6 and Microsoft Project software for scheduling and tracking projects. Some of the recent GCE projects involving construction management include the following:

- Construction of Clear Lake Shores Extension from Hanson Road to FM 518, Galveston County, TX.
- Construction of Friendswood Lake Boulevard from Stone Lakes Dr. to North of West Blvd., Galveston County, TX - Project construction completed in 2021.
- Repair/ Reconstruction of Various Streets projects, La Marque, Galveston County, TX.
- River Farms and Rain Tree Developments, Chambers County, Texas, Private Developer – GCE provided construction management and inspection services for the 361-acre, 944-single family lot subdivision (Construction Cost $24.7M). The work included construction of roadways, water, sewer, and drainage utilities, a waste water lift station, storm water management facilities, as well as amenities.

v. List of Past Local Government Clients

Owner and Contact Information	Project	Firm's Role and Dates of Services
Mr. Rajendra Shrestha, P.E., CFM City Engineer City of Pearland 3519 Liberty Drive Pearland, Texas 77581 Phone: (281) 652-1748	McHard Road Extension between Cullen Blvd. (FM-865) and Mykawa Road, City of Pearland, Texas	GCE- Team member for extension of McHard Road including drainage and traffic, and construction services. Date: 2012 to 2023
Ms. Michelle Randon, P.E. Team Lead, Capital Projects City of Houston 611 Walker Street Houston, TX 77002 Phone: (832) 395-2238	Paving and Drainage Improvements of University Boulevard between Kirby Drive and Main Street, City of Houston, Houston, Texas	GCE– PM and Lead Design Firm for the reconstruction of approximately 5,800 feet section of University Boulevard from Kirby Drive to Main Street within City of Houston. Dates: 2015 to 2025
Mr. Mark Law, Project Manager City of Missouri City 1522 Texas Parkway Missouri City, TX 77489 Phone: (281) 403-8539	1. Glenn Lakes Lane Bridge Replacement over Oyster Creek 2. Glenn Lakes Lane Bridge Replacement over Oyster Creek Tributary, City of Missouri City, Fort Bend County, Texas	GCE – PM and Lead Design Firm for remove and replace the dilapidated Glenn Lakes Lane Bridge over Oyster Creek. Date: 2016 to 2018
Mr. Michael Turner, P.E., Senior Project Engineer Harris County Engineering Department 1111 Fannin St., 11th Fl Houston, Texas 77002 Phone: (713) 274-3687	Telge Road Widening from Louetta Road to Grant Road, Harris County, Texas	GCE – PM and Lead Design Firm for widening of roadway including drainage, traffic, and utilities. Dates: 2016 to 2025
Mr. Michael Shannon, P.E., CFM County Engineer County of Galveston 700 Moody Avenue Galveston, Texas 77550 Phone: (409) 770-5453	Galveston County Bond Projects for Construction Inspection and Administration, Galveston County, Texas	GCE – Construction Inspection and Administration Services. Date: 2020 to 2023
Mr. Brett Cole CIP Project Manager City of Alvin 1100 West Highway 6 Alvin, TX 77511 Phone: (281) 388-4284 Email: bcole@psf.cityofalvin.com	Mustang Bayou Bank Repair Project (CDBG) - Hike and Bike Trail at Intersection of House Street and Bayou Drive, and National Oaks Park, City of Alvin, Alvin, Texas	GCE- PM and Lead Design Firm for stream bank restoration project including slope stability analysis, permitting, and stream bank repair, a FEMA funded project. Date: 2018-2022

vi. Affirmative Action (MBE or WBE)

GCE is a Woman Owned Small Business (WOSB) Firm registered with the City of Houston and US Small Business Administration (SBA), Historically Underutilized Business (HUB) with the State of Texas, and Woman owned Minority Business Enterprise (WBE, MBE) certified with South Central Texas Regional Certification Agency (SCTRCA). In addition, GCE Team members, Geotest, and LandPRO are City of Houston registered MBE.

vii. Firm's track record of working within budget

We strive to enhance value to our clients by devising exact and perfecting solutions based on client's needs and not by providing "out of the box" solutions. We do feel that GCE is ideal for the Engineering Services for the County's CDBG Grant Projects as described in the RFQ due to:

- Our unparalleled commitment to the County in developing a long-term relationship to serve the County with the County's best interests in focus.
- Our consistent outstanding performance throughout the 20-year history evidenced by over 95% repeat client rate.
- Our consistent record of "no change orders due to engineer's deficiencies" on all projects undertaken during GCE's history.
- Our consistent record of not changing the project team, especially the Project Manager, throughout the project performance, and
- Our approach where all factors affecting project performance such as utilities, permitting and approvals, and design requirements are comprehensively identified, documented, and the critical path determined early in the project execution process. This prevents schedule delays, design changes, costly change orders, as well as inconvenience to public, especially when preventable issues arise during construction.

viii. Firm's track record of meeting deadlines

GCE has consistently demonstrated the ability to meet client project schedule requirements. GCE's success is attributed to the ability to identify potential issues that could affect the schedule at the early planning stage and then devising means to resolve them. GCE has proven success in this regard by bringing together major stakeholders and permitting and approval agencies in order to streamline the project development process. GCE maintains this coordination effort throughout the project until completion, resulting in the achievement of schedule goals. GCE maintains Microsoft Project Schedules for active projects, and holds weekly management meetings to ensure that appropriate staff and other resources are properly allocated to meet schedule requirements.

As a testament to the above, GCE key personnel have been commented on for their exceptional performance by many clients in the past. Some of our past success stories and some of the quotes from our clients include:

Orange Street Widening/ 12-inch Waterline Design, City of Pearland, TX - Widening of approximately 1.3-mile section of Orange Street from SH-35 to Hatfield Road included utility coordination with several oil and gas pipelines owned by Shell, Seminole Pipeline Company, and Houston Pipeline Company. GCE analyzed and identified the conflicts with existing utilities due to proposed road widening and drainage system at a very early stage in the design phase. GCE clearly communicated with the utility companies on utility conflicts and provided recommendations on removal/relocation of the pipes at conflicting locations. GCE also developed drainage alternatives and conducted joint stakeholder meetings (City of Pearland, Drainage District, Brazoria County, etc.) to reach an early concurrence. This has resulted in significant time and cost savings.
"GCE's technical expertise and intense coordination efforts resulted in the City of Pearland's construction

of Orange Street project with less hurdles and in an economical manner"– Mr. Skipper Jones, Project Manager, City of Pearland.

County Road 101 Drainage Improvements / Reconstruction for Brazoria County, TX - Reconstruction of this 2.5-mile long, 2-lane, open ditch roadway to a 4-lane curb and gutter section (a TxDOT LGPP project), required a significant drainage design analysis effort to alleviate historical flooding of a 575-acre area watershed. GCE developed drainage alternatives and conducted joint stakeholder meetings (City of Pearland, Drainage District, Brazoria County, etc.) to reach an early concurrence. This has resulted in significant time and cost savings.
during the PER Stage - "GCE not only met the project budgets and schedule in completing PER for CR-101 widening project but also provided the County with quality design that addressed the recurring flooding issues in the area"– Mr. Gerald Roberts, County Engineer, Brazoria County.

during the Final Design Stage - TXDOT's PM (Mr. Fawzi M. Abou-Hossa, P.E.) praised GCE for the project performance including prompt utility coordination leading to the relocation of all affected utilities well before the construction start date.

ix. Available Resources and Location of Project Staff

GCE possesses adequate staff resources ready and available to perform work while meeting the project schedule and quality goals. In addition, GCE maintains a database of professionals in order to augment the staff to meet surge requirements. This has enabled GCE to effectively address needs for expedited projects with high staff demand.

GCE will work as an extension of the ***County Staff*** to refine the GCE team members in order to provide for the optimum performance meeting or exceeding the County's quality goals. In addition to those personnel proposed in the Organizational Chart in **TAB 3 - Staff Experience**, GCE will utilize additional professional and support staff resources to complete assigned tasks successfully.

GCE has a diverse staff of civil engineers, hydrologists, designers, and technicians specialized in civil engineering services required for this RFQ. Our team has the resources, experience, qualifications and availability to complete the projects on time while meeting County's expectations.

A number of the Team Member's key employees that will be assigned to this project have successfully completed several projects with the County in the past.

x. Firm's ability to produce work products of high quality

GCE is a consistently commended firm with an illustrious history which prides itself on successfully employing its time-proven quality management systems in conjunction with the firm's value-driven approach to both small one-time projects and large on-call contracts. GCE has developed a strong corporate quality assurance/quality control (QA/QC) Plan and has found that there are two basic keys to successful quality management: first, that all levels of personnel at GCE be intimately familiar with our QA/QC procedures and requirements and how they will be applied on all of its projects; and second, that all personnel to be involved with QA/QC on a given assignment be involved early and often, specifically including the assignment planning and development stage. In this manner, quality is a part of the entire project execution process rather than only becoming involved after substantial amounts of work are already completed. As stated above, the best proof of GCE's commitment to value and quality can be found in our impressive record of over 95% of repeat clients.

GCE's Quality Assurance and Control Process - The effectiveness of the GCE Quality Assurance Program

requires that all personnel be aware of the QA/QC requirements for their respective areas of responsibility. This entails the review and oversight of the planning and design at every stage of the project. Responsibility for implementation of the QA/QC Plan is Team-wide under the guidance of the Quality Assurance Group. The Project Manager addresses the short- and long-term issues underlying the project and, along with the Task Leaders, develops technical standards for the project and procedures for implementing QA/QC. This plan also includes a plan for the timely completion of the project while keeping it to the required level of professional performance.

GCE's procedures for quality assurance, scheduling and monitoring require Task Managers to report to the Quality Assurance Group periodically during the life of the project. Task Managers coordinate and supervise design efforts conducted by other members of the Project Team. The QA/QC Group also reviews sub consultants' work. Prior to the preparation of reports and plans and specifications, Task Managers review all calculations and summaries, and report to the Project Manager. Preparation of the Engineering Report, Preliminary and Final Plans and Specifications and Construction Contract Documents is made by Task Managers under the direct supervision of the Project Manager. All members of the Quality Assurance Group review both draft and final documents before submission to the client. GCE has successfully completed many similar projects, bringing them in on time and within budget. Major elements of our team's quality assurance program are as follows:

i. **Independent Check** - The product or design in each discipline will be checked by engineers other than the professional developing the product and reviewed by the respective department heads responsible for quality control at the discipline level. This will be accomplished both as a containing process and as a specific review prior to scheduled submissions. In addition, for engineering analysis and designs, GCE uses a standard checklist modified to meet specific client and project needs, which provides systematic procedures for ensuring the proper completion of the work as well as identifying potential pitfalls.
ii. **Overlay and Constructability** - For designs, at appropriate times throughout the course of each project, GCE coordinates with the client and other relevant agencies to ensure consistency and to avoid conflicts with other current and future projects in the area. In addition, contract documents nearing their completion will be reviewed by the team's design review designates to ensure constructability of individual elements and the entire project.
iii. **Document Control and Accountability -** Before submitting documents, the Task Leader in conjunction with the Project Manager and department heads will sign a final "Check List" indicating that they have reviewed the deliverables - plans, drawings, specifications, and design calculations. To ensure that effective project control is maintained, a QC Review designates and monitors the technical quality and project progress. This practice guarantees constant management and supervision by the Principal-in-Charge, as well as accuracy, completeness and the quality of GCE deliverables.

Finally, GCE has distinguished themselves as a company committed to the provision of quality services. Through the years, we have acquired the ability to evaluate technological advances and explore innovative ideas. Creative and realistic analytical thought is the hallmark of our success. Clients, therefore, have come to rely on our design services, which explains our large volume of repeat clients, as well as our ability to attract new clients.

XI. Selected local infrastructure projects performed by GCE

Some of GCE's similar projects are given in the following pages.

xii. Sample Project Schedule from a Previous Project using Federal Funds

A project milestone timeline for GCE's CR-101 Project, a Federally Funded Project for Brazoria County/TxDOT, is enclosed at the end of this section, TAB 2.

GCE’S Sample Projects

Extension of Fort Bend Parkway Toll Road (FBPTR) from 1,600 feet east of Sienna Ranch Road (SRR) to 500 feet east of Sienna Plantation Levee Improvement District (SPLID) Levee, (Segment B-3)
Fort Bend County Toll Road Authority, Fort Bend County, Texas

Client Name & Address:

Fort Bend County Toll Road Authority (FBCTRA)
1000 Louisiana St., Suite 6700,
Houston, TX 77002.

Ms. Lisa Castaneda, P.E., Deputy Operating Officer, LisaCastaneda@FBCTRA.com
Phone: (713) 851-4226

Completion Date: 2026
Entire Project: $40.5 M
Work for which firm was/is responsible: 100%

GCE PM & Staff: Mahendra Rodrigo, PE, CFM (PM), Chandi Rodrigo, P.E., KC Umesh, PE, CFM, Ashwin Karunaratna, EIT, Bandana Poudyal, EIT

GC Engineering, Inc. (GCE) was contracted by FBCTRA to provide preliminary and final engineering design services for the FBPTR Extension for an approximate length of 3,500 feet (0.66 miles) (Segment B-3).

The project included new roadway construction including mainlanes, entrance and exit ramps and addition of a northbound left turn lane on SRR, and a new bridge structure over SRR, and traffic signal modification at SRR intersection. GCE services included:

- Design of SRR Bridge which consists of three spans with lengths of: 100 feet, 120 feet, and 100 feet, with a total length of 320 feet and a total width of 80 feet and 5 inches. The bridge will be supported on drilled piers.
- Highway Design.
- SRR Intersection improvements including addition of left turn lanes.
- SRR intersection Traffic Signal Modification.
- Utility conflict analysis of existing overhead and underground utilities along the proposed alignment.
- Utility coordination with DOW Product Pipeline, Si Energy Pipeline and other affected utilities.
- Design coordination with agencies such as TxDOT, Fort Bend County Drainage District (FBCDD), and SPLID.
- Preparation of schematics and preliminary design, final design, preparation of plans, specifications and estimates (PS&E) documents, and contract documents.

Valley Manor Drive Reconstruction Project from Ashmont Drive to Court Road, City of Missouri City, Texas

Project under construction in December 2024

Client Name & Contact:
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
Mr. Vincent Silva, CIP Project Manager
Phone: (281) 403-1265

Expected Completion Date:	April 2025
Entire Project:	$1.7 Million
Work for which firm was/is responsible:	100%

GCE PM & Staff: Mahendra Rodrigo, PE, CFM (PM), Chandi Rodrigo, P.E., KC Umesh, P.E., CFM, Ashwin Karunaratna, EIT

GC Engineering, Inc. (GCE) has been engaged by the City of Missouri City to perform engineering services for the reconstruction of a 2,000-foot segment of Valley Manor Drive, extending from Ashmont Drive to its northern cul-de-sac at Court Road. This project is located within a residential area, bordered by the Meadowcreek Subdivision and within the Meadowcreek Utility District.

GCE's scope of services included reconstruction of the six intersecting streets up to the first or second expansion joint from valley Manor Drive, reconstruction of the sidewalk, driveways, storm inlets, and relocation/adjustment of waterline leads affected by the proposed work.

During the first phase, GCE reviewed past project documents such as the 1997 Valley Manor Road Pavement Modification Plans and Meadowcreek Subdivision plans.

Additional data collection involved performing a site reconnaissance to observe existing pavement, sidewalks, and utilities. GCE also gathered up-to-date topographic and aerial mapping for the area. The survey effort for this project included right-of-way surveys, topographic surveys, boring soil location surveys, and utility locations. GCE's subconsultant, Geotest Engineering, Inc., conducted pavement core drilling to assess existing pavement thickness and soil conditions. Geotechnical recommendations were provided to guide the design, including roadway pavement stabilization, subgrade stabilization, and utility excavation considerations.

Additionally, GCE has overseen Texas Department of Licensing and Regulation (TDLR) compliance reviews as required, ensuring accessibility standards are met for the reconstructed roadway. We also handled utility coordination meetings, reviewing the existing utilities, determining relocation needs for water and sewer lines, and engaging with dry utility providers such as gas, electric, and cable companies.

As a part of the final design phase, GCE prepared final plans and specifications, incorporated roadway geometrics, stormwater drainage solutions, sidewalks, and pavement markings, in accordance with the City's design manual. The final deliverables included construction drawings, specifications, and a detailed Engineer's Opinion of Construction Cost. Traffic control plans (TCP), pavement marking plans (PMP), and a Storm Water Pollution Prevention Plan (SWPPP).

Throughout the construction phase, GCE provided oversight and support, including attending pre-construction meetings, conducting site visits for problem-solving, reviewing contractor submittals and shop drawings, and managing contractor performance through review of requests for information (RFIs), and change proposals. GCE has assisted the City with determining project completion milestones and will finalize the project with as-built drawings reflecting any changes during construction. The total estimated cost for the project services is $280,650. The scope excluded environmental studies, drainage improvements, and full-time construction inspection unless specified as out-of-scope services. GCE's services were tailored to meet the City's needs while ensuring the reconstruction of Valley Manor Drive enhances both functionality and safety for the community.

Paving, Drainage, and Utility Improvements of University Boulevard between Kirby Drive and Main Street, City of Houston, Houston, Texas

Project Owner's Name/Address:

City of Houston,
611 Walker, 15th floor, Houston, Texas 77002
Ms. Michelle Randon, P.E.
Phone: (832) 395-2238

Completion Date: 2025
Entire Project: $9.6 million
Work for which firm was/is responsible: 100%

GCE PM & Staff: Mahendra Rodrigo, PE, CFM (PM), Chandi Rodrigo, P.E., KC Umesh, PE, CFM, Ashwin Karunaratna, EIT, Bandana Poudyal, EIT

GCE was contracted by City of Houston (The City) to provide preliminary and final engineering services for reconstruction of approximately 5,800 feet section of University Boulevard from Kirby Drive to Main Street within City of Houston. Rice University is located to the north of University Blvd.

GCE's services included roadway design, H&H analysis, waterline design, sanitary sewer design, Traffic Signal Warrant Study, traffic signal design, and preparation of Preliminary Engineering Report (PER) for the improvements, as well as preparation of final design plans and contract documents.

The proposed improvements include removal of the existing asphalt pavement and reconstruction of the roadway with a curb and gutter concrete pavement with two 11 to 14-foot wide lanes, 5 to 10 feet wide sidewalks, on-street bike lanes on both sides of the roadway, intersection improvements, and four new traffic signals at intersecting roadways. The proposed project also includes improvements of existing storm, sanitary sewer, and water systems in the project area. The existing Jogging trail to be removed and replaced.

GCE's storm sewer design indicated that the existing storm sewer system was undersized and therefore, a new and improved drainage system was designed. New storm system included:

- West System flowing from Morningside Drive to Kirby Drive - pipes varying from 30-inch to 42-inch outfalling into the existing 14'x12' RCB at Kirby Drive
- Central System - designed to pick up the storm sewer outflow along Greenbriar Drive and then conveyed via new storm sewer system along University Blvd. with pipe diameters varying between 54" and 66".
- East system – which was constructed in 2009 consisted of 18" and 24" dia. storm was proposed to upsize to 24" storm sewer which will outfall into the existing 48" storm sewer at Main Street.

It was proposed to replace the existing sanitary sewer system between Kirby Drive and Greenbriar Drive (8" and 18" Dia.) with 15" to 24" sanitary sewer. Existing 54" sanitary sewer between Greenbriar Drive and Main Street was proposed to keep in place, however, a new 8" sanitary sewer was proposed parallel to the existing 54" line.

GCE coordinated the project with the design engineers for adjacent road improvement projects and with Rice University on their development plans. GCE also assisted the City by conducting public meetings to maintain public involvement throughout the project.

County Road 101 Reconstruction, Brazoria County, Texas

Project under construction in November 2020

Completed Project in July 2021

Client Name & Contact:
Brazoria County
451 North Velasco, Suite 230
Angleton, Texas 77515
Mr. Matt Hanks, JD, P.E., County Engineer
Phone: (979) 864-1265

Completion Date:	2021
Entire Project:	$15.9 Million
Work for which firm was/is responsible:	100%

GCE PM & Staff: Mahendra Rodrigo, PE, CFM (PM), Chandi Rodrigo, P.E., KC Umesh, P.E., CFM, Ashwin Karu, EIT

GCE was contracted by Brazoria County (County) to provide preliminary and final engineering services for reconstruction of approximately 2.2-mile section of County Road 101 from CR-90 to FM-1128. This project was selected as a TxDOT's Local Government Participation Project (LGPP) and GCE was responsible for preparing contract documents consistent with Federally Funded projects.

- Alleviating Flooding of Historically Flooded residential Sub-watershed
- Design to avoid Relocation of High-Pressure Gas Line
- Categorical Exclusion Env. Documentation (CE)

The project included the removal of existing 2-lane, 20-foot wide asphalt pavement with open ditches and construction of a new 4-lane curb and gutter concrete boulevard section with 12-foot wide lanes in each direction with an 18-foot grass median, and ten-foot wide sidewalk within a proposed 120-foot Right-of-Way (ROW). GCE's services included roadway design, hydrologic and hydraulic analysis, drainage, traffic warrant analyses, and signalized intersection design at two intersections. The design was performed per TxDOT criteria. Work included roadway and drainage design modifications, environmental study, traffic signal designs at CR-89 and CR-90 intersections, and preparation of construction plans and bid documents.

The 610-acre sub-watershed to the south of CR-101 experienced frequent flooding due to inadequate conveyance to the outfalls along Mary's Creek. An extensive drainage design study was conducted to determine the area drainage and impacts related to the proposed project, and to provide for mitigation measures to alleviate existing drainage problems within the project vicinity. The drainage system, which comprised of storm sewers and roadside ditches was designed to convey the peak flows from the 100-year storm recurrence interval. Existing HEC-HMS and HEC-RAS models for Mary's Creek were updated to study impacts due to proposed improvements. H&H modeling was used to determine the peak flows and water surface elevations along Mary's Creek for various offsite storm water detention alternatives to achieve no impact conditions. A street ponding analysis was also performed using City of Houston's HouStorm model. GCE designed an off-site detention pond with 28.0 ac-ft capacity to mitigate drainage impacts.

GCE assisted the County with the ROW acquisition process and coordination with all utility agencies. This included conducting five utility coordination meetings, and intense coordination effort with over 15 utility agencies to successfully complete all relocation work prior to contract award. In addition, GCE secured approvals from the City of Pearland, Brazoria Drainage District No. 4, TxDOT, and other stakeholders to ensure that all local requirements are met within the expedited schedule.

GCE prepared construction documents and documentation meeting the requirements for the Federally Funded projects. The project construction was completed in January 2021.

TXDOT's PM praised GCE for the project performance including prompt utility coordination leading to the relocation of all affected utilities well before the construction start date.

Telge Road Widening from 1,650 ft North Louetta Road to Grant Road Harris County Precinct 3, Houston, Texas

Client Information:
Harris County Engineering Department
1111 Fannin St., 11th Fl
Houston, Texas 77002
Michael Turner, P.E., Senior Project Manager
Phone: (713) 274-3687

Completion Date: 2025
Entire Project: $10.5 Million (Est.)
Work for Which Firm is Responsible: 100%

GCE PM & Staff: Mahendra Rodrigo, PE, CFM (PM), Umesh KC, PE, CFM, Chandi Rodrigo, P.E., Ashwin Karunaratna, EIT, Bandana Poudyal, EIT

- *Roadway and Pavement Design*
- *Drainage Analysis and Drainage Design*
- *Floodplain Fill and Mitigation Measures*
- *Traffic Control Plans (TCP)*
- *Traffic Signal Warrant Study (TSWS)*
- *Traffic Signal Design*
- *Preparation of PS&E Documents and bid documents*

Harris County Engineering Department (HCED) contracted GC Engineering, Inc. (GCE) to provide preliminary and final engineering design services for widening of approximately 1.6-mile section of Telge Road from 1,650 ft north of Louetta Road to Grant Road intersection (Telge Road Segment 2). The proposed roadway improvements included removal of the existing 2-lane asphalt pavement and construction of a new 4-lane curb and gutter concrete boulevard section with 12-foot-wide lanes and a 32-foot raised median within a proposed 100-foot to 130-foot Right-of-Way (ROW).

GCE developed alternative alignments for the roadway, evaluated and ranked alternatives, and recommended an alternative for design. The alternatives were evaluated based on the impacts to residences and businesses, impacts to existing utilities including AT&T fiber optic exchange building, impacts to jurisdictional wetlands, and construction costs. In addition, GCE optimized the selected alignment to smoothen a sharp horizontal curve while avoiding impacts to residences and minimizing impacts to a large wetland area.

GCE services included drainage analysis and design, pavement design, traffic signal design at Grant Road intersection, TSWS at Forest Creek Farms Drive, TCP, and preparation of design plans, specifications, and estimates (PS&E) for the project. In addition, GCE coordinated the design with Telge Road Segment 1 (to the south) and Segment 3 (to the north) design consultants for roadway and drainage. The roadway corridor project was in an area that experienced heavy flooding as shown in the picture above. GCE evaluated two drainage schemes, one consisting mainly of open ditches, and the other consisting of a combination of open ditch/detention and storm sewer. The latter was selected for design based on effectiveness and ROW requirements. GCE services also included assessment of impacts and developing costs for commercial properties impacted by widening for the purpose of appraising damages in determining land acquisition costs.

GCE coordinated with North Harris County Regional Water Authority on the relocation of a 16-inch waterline and with Northwest HCMUD 5 on the relocation of a 12-inch and 16-inch waterlines.

Shaw Road Widening from Westlake Run Blvd to Boudreaux Road Harris County Precinct 4, Houston, Texas

Client Information:
Harris County Engineering Department
1001 Preston St.
Houston, Texas 77002
Michael Turner, P.E., Senior Project Engineer
michael.turner@harriscountytx.gov
Phone: (713) 274-3687

Completion Date: 2024
Entire Project: $10.1 Million (Est.)
Work for Which Firm is Responsible: 100%

- *Roadway and Pavement Design*
- *Drainage Impact Analysis and Drainage Design*
- *Floodplain Fill and Mitigation Measures*
- *Traffic Control Plans (TCP)*
- *Traffic Signal Warrant Study (TSWS)*
- *Traffic Signal Design*
- *Preparation of PS&E Documents and bid documents*

Harris County Engineering Department (HCED) contracted GC Engineering, Inc. (GCE) to provide preliminary and final engineering design services for widening of approximately 1.4-mile section of Shaw Road from south of Westlake Run Blvd (WRB) to the Boudreaux Road intersection. The existing roadway consists of a half boulevard (Blvd), 2-lane concrete pavement with left turn lanes (width varying from 24 ft to 36 ft) from WRB to approximately 3,900 north (Segment 1) with a recently built storm sewer system within an 80 to 100-foot Right-of-Way (ROW). The remaining northern segment (Segment 2), approximately 3,500 feet in length, consists of a 22-foot wide, 2-Lane asphalt roadway with open ditches within a 60 to 80-foot Right-of-Way (ROW). The proposed roadway improvements included:

a) Segment 1 (4,115-ft) - Addition of 2 southbound lanes on the west side with a concrete curb and gutter section to complete the 4-lane boulevard section from its southern terminus to approx. 3,900 ft north.
b) Segment 2 (3,265-ft) - Removal of existing 2-lane open ditch section and construction of a 4-lane concrete boulevard section, north of Segment 1 to Boudreaux Road.

GCE developed alternative alignments for the roadway, evaluated and ranked alternatives, and recommended an alternative for design. The alternatives were evaluated based on the impacts to residences, businesses, and mainly based on the future Shaw Road alignment north of the Boudreaux Road intersection that would ultimately connect Hwy 99 to the north.

The project included several newly built separate storm systems along the half Blvd. section of Shaw Road currently discharging through the existing subdivisions within Northpointe Water Control Improvement District and therefore, the project included the vigorous hydrologic and hydraulic analysis not to impact the downstream existing condition and Faulkey Gully (HCFCD Unit K142-00-00).

GCE services included drainage impact analysis and design, pavement design, traffic signal warrant study, traffic signal design, preparation of design plans, specifications, and estimates (PS&E), and contract documents for the project.

Drainage Improvements and Sidewalk Construction of Westchester Circle from FM-518 to FM-1128, City of Pearland, Pearland, Texas

Before Project

After Project Completion

Project Owner's Name/Address:

City of Pearland
3519 Liberty Drive
Pearland, Texas 77581
Ms. Jennifer Lee
(281) 652-1760

Completion Date (Actual or Estimated): 2016
Entire Project: $366,800
Work for Which Firm Was/Is Responsible: 100%

The City of Pearland (COP) retained GCE to provide professional engineering services for the drainage improvement and construction of approximately 2,000 linear feet of sidewalk along Westchester Circle. The project was a Community Development Block Grant (CDBG) funded and therefore, GCE prepared construction documents and provided construction services in accordance with the requirements for Federally Fund Projects.

GCE carried out a drainage study for the highly residential sub-watershed which frequently got flooded due to inadequate open ditch drainage system and designed a storm drainage system to minimize neighborhood flooding. WinStorm program was used for the design analysis. Drainage improvement alternatives were developed and analyzed to minimize flooding subjected to 100-year event consistent with the COP design criteria. The alternatives were evaluated based on the overall costs, constructability, impact to the neighborhood, and the effectiveness. A storm drainage scheme comprising of open channels and new storm sewers was selected for the design.

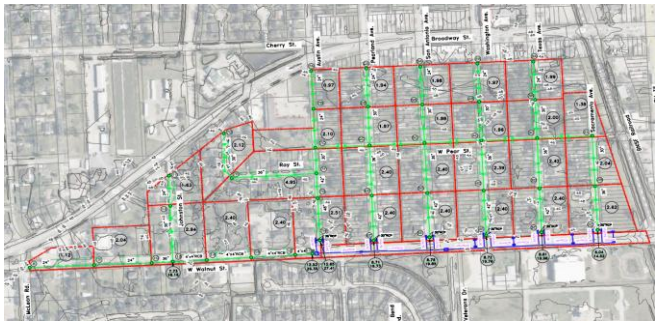
GCE designed a 4-foot wide concrete sidewalk consistent with the City of Pearland and ADA guidelines.

GCE prepared construction plans, specifications, and estimates (PS&E) for the project which included drainage outfalls to FM-518 and FM-1128. GCE also assisted the COP in the public involvement program throughout the project.

Permitting and approvals secured by GCE included Brazoria Drainage District #4 approvals for proposed drainage, drainage design approval from TxDOT Houston District, pipeline crossing approval from Houston Pipeline Corporation, and TDLR approval for ADA compliance on sidewalks.

GCE completed the project within budget and schedule with high quality. The project did not experience any change orders due to engineering deficiencies. The project was awarded to the successful bidder in May 2013. The project was completed in November 2013 and GCE provided construction support services throughout the construction period.

Drainage Improvements at the Southwest Quadrant of The Old Town Site, City of Pearland, Pearland, Texas



Client Name & Address:

City of Pearland,
3519 Liberty Drive
Pearland, TX 77581

Project Manager:
Rajendra Shrestha, P.E., CFM,
City Engineer
Phone: (281) 652-1649

Completion Date: 2025
Entire Project: $9.4 M
Work for Which Firm is Responsible: 100%

GCE PM & Staff: Umesh KC, PE, CFM (PM), Mahendra Rodrigo, PE, CFM, Chandi Rodrigo, P.E., Ashwin Karunaratna, EIT, Bandana Poudyal, EIT

- ***Drainage Design***
- ***Waterline Design***
- ***Extensive Utility Coordination***
- ***Preparation of PS&E and bid documents***
- ***Construction Services***

The City of Pearland (City) retained GC Engineering, Inc. (GCE) to perform preliminary and final engineering services for drainage improvements for the southwest Quadrant of The Old Town Site in Pearland, Texas.
Located mostly within the 100-year floodplain, the project area experienced frequent flooding due to undersized storm sewer (mostly 12-inch to 18-inch diameter pipes) as well as shallow roadside ditches. Additionally, the area drainage was impeded due to inadequate capacity at receiving storm system.

GCE performed a drainage analysis using the City's Stormwater Design Criteria and developed alternatives to

convey flows for the two-Year storm event with a check for allowable inundation for the 100-Year storm event. The general approach of the proposed drainage design was to direct and convey the flows from the Old Town Site south into Walnut Street storm system and to Mary's Creek via

Veterans Drive drainage. The overall improvements included augmenting the capacity of Veterans Drive storm system to alleviate flooding in the project area. The proposed project included replacing the existing drainage (ditch/storm) with the proposed deeper storm sewers on both sides of the roadway which closely followed the existing drainage patterns of storm/ditch system. The proposed improvements included:

- Removal and replacement of the existing culverts/ditches with adequately sized storm sewers.
- Reconstruction of the sidewalks and driveways.
- Mill and Overlay of the existing asphalt pavements with some grade corrections.
- Repair and replacement of sanitary sewer, and
- Rerouting/reconnection of water service leads.

Although GCE's proposed drainage scheme does not require reconstruction of the existing pavement, pavement replacement was recommended at the storm sewer crossings at intersections due to poor existing pavement conditions. In addition, floodplain fill mitigation measures were recommended to compensate for approximately 1.4 ac-ft of fill resulting from the replacement of ditches with storm sewers.

GCE services also included preparation of preliminary construction cost estimates and a Preliminary Engineering Report (PER), preparation of PS&E documents, and construction plans for the project.

Drainage Improvements for Mills Walk Subdivision located in Harris County Precinct 3, Texas

Client Name & Address:
Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, TX 77002

Project Manager:
Ms. Ashleigh Williams, PE
Project Manager
Phone: (713) 274-3766

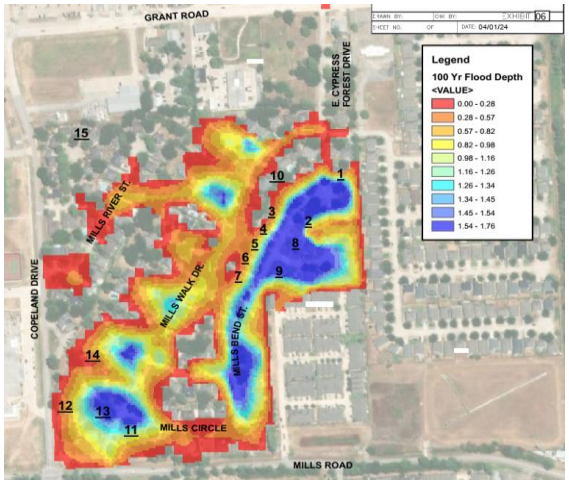
Completion Date:	2025
Entire Project (Fee):	$155,257.00
Work for Which Firm is Responsible:	100%

GCE PM & Staff: Umesh KC, PE, CFM (PM), Mahendra Rodrigo, PE, CFM, Chandi Rodrigo, P.E., Ashwin Karunaratna, EIT, Bandana Poudyal, EIT

Harris County Precinct 3 (County) contracted GC Engineering, Inc. (GCE) to provide preliminary engineering services for drainage improvements at Mills Walk Subdivision located south of Grant Road, north of Mills Road and east of Copeland Drive in Harris County, Precinct 3.

- *H&H Analysis utilizing XPSWMM*
- *Alternative Analysis and Cost/Benefit Analysis*
- *Drainage design to augment existing system*

This subdivision, approximately 46.0 acres in size and built around the year 1977, experienced frequent street flooding and 15 homes experienced repetitive flooding for relatively large events including April 2016 (Tax Day) and August 2017 (Hurricane Harvey) storms. To alleviate structural flooding and street ponding, GCE performed a Drainage Impact Analysis (DIA) to assess existing conditions and recommend drainage improvements. The existing drainage system within the subdivision consists of curb and gutter inlets with a storm sewer system generally draining in a northerly direction to E. Cypress Forest Drive/Copeland Drive to Grant Road. The Grant Road storm main conveys run-off from the project area in a westerly direction and ultimately empties to Anderson Ditch (HCFCD Unit K143-00- 00).



GCE performed hydraulic modeling of the existing drainage system as well as the proposed improvements utilizing XPSWMM, a 2D hydrodynamic software implementing Harris County Region 1 NOAA Atlas 14 rainfall depths for the project. The modeling efforts included upsizing the storm sewer conveyance system within the subdivision and along Grant Road extending to HCFCD Unit K143-00- 00. GCE evaluated several combinations of scenarios and analyzed mainly two alternatives for the proposed improvements. Both options included upsizing the project storm sewers and providing storm water detention at two different locations for each alternative for mitigating impacts.

The two alternatives are summarized as follows:

Alternative 1 - Replacing the existing storm system with 36" D, 42" D, and 48" D, and 8'x4' RCB, provide a storm water detention pond 2.3-ac in size, and estimated construction cost at $4.0 M.

Alternative 2 - Replacing the existing storm system with 36" D, 42" D, and 48" D, and 8'x4' RCB, augmenting the existing storm on Grant Road from E. Cypress Forest Drive to Copeland Drive with a new 54" D storm, provide a storm water detention pond 2.4-ac in size, and estimated construction cost at $5.4 M.

Based on the above, GCE recommended Alternative 1 for the project. The alternatives were evaluated and recommended based on the reduction in flooding elevations, estimated construction cost, constructability, benefits and impacts to Grant Road/access driveways.

McHard Road Extension, City of Pearland, Pearland, Texas

During Construction – February 2022

Client Name & Address:

City of Pearland, 3519 Liberty Drive
Pearland, Texas 77581
Mr. Rajendra Shrestha, P.E., CFM, City Engineer
rshrestha@pearlandtx.gov
Phone: (281) 652-1637

Completion Date: 2023
Entire Project: $28 million
Work for which firm was/is responsible: 40%

GCE PM & Staff: Mahendra Rodrigo, PE, CFM (PM), Umesh KC, PE, CFM, Chandi Rodrigo, P.E., Ashwin Karunaratna, EIT

The City of Pearland (The City) contracted GC

- *Hydrologic and Hydraulic (H&H) Analysis*
- *HEC-HMS/RAS Modeling*
- *Stormwater Detention Pond Design*
- *FEMA Approval*
- *CLOMR Report*
- *Waterline Design*
- *Preparation of PS&E and bid documents*

Engineering, Inc. (GCE) to provide preliminary and final engineering services for extending 3.5-mile section of McHard Road between Cullen Blvd. (FM-865) and Mykawa Road. The proposed road extension included construction of a 4-lane concrete curb and gutter boulevard section within the proposed 120-foot-wide Right-of-Way in conformance with the City's requirements for a Major Thoroughfare. The project was selected as a TxDOT's Local Government Participation Project (LGPP) in 2013 and the design work has been performed in accordance with TxDOT requirements.

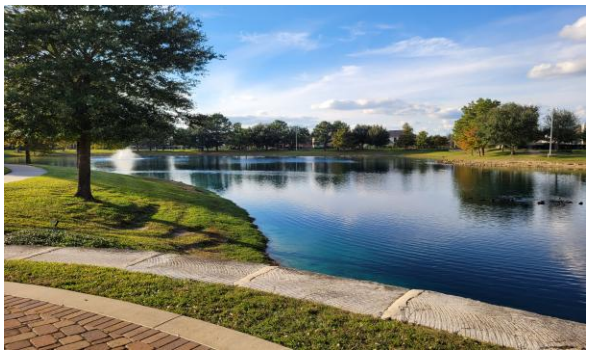
GCE services included H&H analysis, waterline design, Traffic Signal Warrant Study (TSWS), and preparation of PER for the improvements, as well as preparation of final design plans and contract documents. As part of the preliminary drainage analysis, GCE performed a drainage alternative analysis consisting of three alternatives for the project. Upon selection of the preferred alternative, GCE performed a detailed H&H analysis for the selected alternative. H&H Analysis included:

- Updating existing HEC-HMS/HEC-RAS models for Hickory Slough and Clear Creek.
- Incorporating proposed conditions in the models and determining impacts and mitigation measures for the 10-year and 100-year storm events.
- Performing steady flow and unsteady flow simulations using HEC-RAS to determine the peak flows and water surface elevations along Hickory Slough and Clear Creek for various offsite storm water detention alternatives to achieve no impact conditions.
- Designing three ponds to fulfill storm water detention and floodplain fill mitigation requirement of approximately 72 acre-feet.
- As the proposed roadway required filling of Hickory Slough floodway near Mykawa Road, performed an impact and a mitigation analysis using effective HEC-RAS/HEC-HMS models.
- Preparing a Conditional Letter of Map Revision (CLOMR) Report for Federal Emergency Management (FEMA) approval.
- Designing a storm sewer system utilizing TxDOT WinStorm program.
- Designing cross culverts to convey 50-year storm and optimizing the sewer system with modifications to drainage patterns, overland flows, and roadway profile adjustments to make the system cost effective while safely conveying the design flows to outfalls.

GCE coordinated the drainage design with the City, Brazoria Drainage District 4 (BDD4) as well as TxDOT in order to ensure speedy approvals. This approach resulted in early concurrence with stakeholders on the proposed design avoiding costly plan revisions and time delays.

Work also included, TSWS at five intersections, traffic signal design, and the preparation of Preliminary to Final construction plans and bid documents for the project. GCE's work also included design of a 16-inch waterline along McHard Road between Business Center Drive and Cullen Blvd. Project construction was completed in the Year 2023.

Drainage Improvements for Riata Ranch and Barker Lake Subdivisions, Harris County Precinct 3, Texas



Client Name & Address:
Harris County Engineering Department
1001 Preston St.
Houston, Texas 77002

Project Manager:
Mr. Scott Snow, P.E.
Project Manager
Phone: (713) 274-4019

Completion Date:	2023
Entire Project:	$4.6 M
Work for Which Firm is Responsible:	100%

Harris County Precinct 3 (County) contracted GC Engineering, Inc. (GCE) to provide preliminary and final engineering design services for drainage improvements to the Riata Ranch and Barker Lake Subdivisions. The Riata Ranch and Barker Lake subdivisions were impacted by flooding during the April 2016 (Tax Day) and August 2017 (Hurricane Harvey) storm events. Approximately 17 structures flooded during the Tax Day storm event, and 367 structures flooded during Hurricane Harvey. To alleviate structural flooding and street ponding in the project subdivisions, GCE carried out a Drainage Impact Analysis (DIA) to assess existing conditions and recommend drainage improvements.

Initial drainage study included the design of a new detention basin in Riata Ranch Subdivision, channel improvements to HCFCD Unit No. U106-10-00 in Riata Ranch, storm sewer improvements to address capacity shortcomings and conflicts between Riata Ranch and Barker Lake, and improvements to greenspace in the subdivisions. Based on the drainage analysis, it was determined that the proposed detention basin and channel improvements would not have a significant impact on reducing structural flooding within the subdivisions.

GCE proposed reconstructing the existing amenity pond within the Barker Lake Subdivision as a detention pond along with installing a new storm sewer system adjacent to the existing system. Without greatly increasing the existing 4.1-acre footprint of the pond, GCE designed a wet bottom detention basin with approximately 19 acre-feet of storage with an overall depth of 14.4 feet. With this addition, the proposed improvements would not cause adverse impacts during storm events up to and including the 100-year NOAA Atlas 14 storm event.

GCE designed the proposed storm sewer system to run adjacent to the existing storm system, avoided multiple utility conflicts, and tied to existing inlets wherever possible, while remaining within the existing ROW.

Additionally, GCE coordinated with HCFCD, Tennessee Gas Pipeline Company, CenterPoint Energy, the Barker Lake Subdivision Homeowners Association, Lake Management Company, and other private utility companies to avoid project delays.

Mustang Bayou Bank Repair Project - Hike and Bike Trail at Intersection of House Street and Bayou Drive, and National Oaks Park, City of Alvin, Alvin, Texas

Client Name & Contact:
City of Alvin
1100 West Highway 6
Alvin, TX 77511

Mr. Brett Cole
CIP Project Manager
Phone: (281) 388-4341

Completion Date (Estimated):	2022
Entire Project:	$500,000
Work for which firm is responsible:	100%

The flood waters of Hurricane Harvey has caused damage to Mustang Bayou stream banks at two locations in the City of Alvin, Texas. In addition, damages also included a section of the Hike & Bike Trail system near House Street and Bayou Drive intersection. The City of Alvin (City) requested GC Engineering, Inc. (GCE) to provide professional engineering services for the repair design for this FEMA funded project.

The first area of damage for the project was located near the intersection of House Street and Bayou Drive. There was approximately 130 linear feet of eroded and failed bank within and adjacent to the existing sheet pile wall. The site also contained approximately 50 linear feet of damage to the hike and bike trail system.

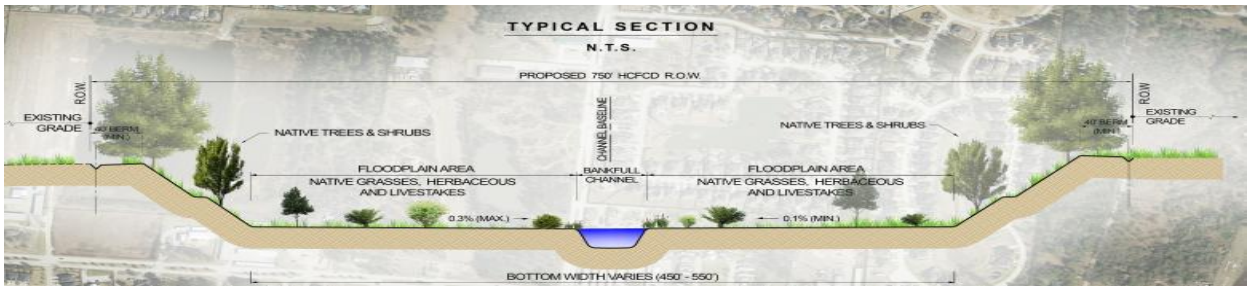
Based off the recommendations of the conducted geotechnical report and environmental studies, GCE proposed an extension to the existing sheet pile wall running approximately 100 feet linearly downstream. Using information gathered from a sheet pile analysis, it was determined that the proposed piles must penetrate to a depth of approximately 36 feet, in order to resist all the forces being applied as well to comply with all factors of safety. GCE also determined that the appropriate pile for this situation would be a PZ27 or similar sheet pile. In addition to the sheet piles, GCE proposed 24" thick buried type two riprap with geogrid support spanning from the toe of slope to the face of the sheet pile wall in order to provide extra support. Proposed project also included traffic control plans and storm water pollution plans for the road section from East Coombs Street to East House Street.

The second area of damage for the project was located within National Oaks Park where approximately 112 linear feet of the bank has eroded and failed. Based on the geotechnical investigation conducted at this site, GCE recommended a simply 24" buried riprap from the toe of the slope to an elevation of 29 feet spanning the entire project limits.

GCE services also included preparation of final plans, specifications and cost estimate (PS&E) and bid documents.

Project construction was completed in the Year 2022.

Little Cypress Creek Channel Improvements from Telge Road crossing to the confluence with Cypress Creek (Unit K100-00-00), Harris County Flood Control District, Houston, Texas



Project Owner's Name/Address:
Harris County Flood Control District
9900 Northwest Freeway
Houston, TX 77092
Mr. Randy Clouse, P.E., Project Manager
Phone: (346) 286-4000

Completion Date: 2024
Entire Project: $109 million
Work for which firm is responsible: 100%

GCE PM & Staff: Mahendra Rodrigo, PE, CFM (PM), Chandi Rodrigo, P.E., Umesh KC, P.E., CFM, Ashwin Karu, EIT, Bandana Poudyal, EIT

Harris County Flood Control District (HCFCD) contracted GC Engineering, Inc. (GCE) to provide engineering services for channel widening and conveyance improvements of an approximately 3.5-mile-long section of Little Cypress Creek (LCC) from Telge Road crossing to Cypress Creek confluence (Unit K100-00-00). This project was one of HCFCD's initiatives on the Little Cypress Creek Frontier Program which was implemented to identify flood risk reduction projects for reducing existing flooding issues and to address future developments within the watershed.

In addition to the channel bank erosion and slope failure that has been occurring for many years, widespread flooding during the 2016 Tax Day, 2016 Memorial Day, and 2017 Hurricane Harvey flooding events have caused severe scouring of channel banks and widespread slope failure along LCC.

GCE devised a comprehensive workplan and initiated the project with detailed site documentation, survey, geotechnical exploration, and environmental and archeological investigations. GCE developed alternative solutions for channel improvements while minimizing the impacts to neighboring developments which included a wastewater treatment plant, residences, a golf course, existing roadways, and several bridge structures.

GCE performed a detailed H&H analysis utilizing HEC-RAS/HMS models for existing conditions. The results from the proposed condition models indicated that widening LCC from an existing bank-to-bank width of approx. 200 feet to 700 feet would lower the 100-year water surface elevation by approximately 7.0 feet. GCE's work also included incorporating an adjacent regional detention pond (Kluge Basin) as well as other existing detention ponds, designing a natural stable channel, establishing wetland vegetation within the proposed channel bottom to mitigate for wetland impacts, and designing revetments at scour prone areas.

Other design elements included drop structures, transitions at existing bridges, box culverts across roadways where existing bridge alone was not sufficient for conveyance, Storm Water Quality Management Ponds (SWQMP), and slope protection. GCE also prepared exhibits and assisted HCFCD with several public meetings.

Walnut Street Sanitary Sewer Lift Station, City of Pearland, Texas

Client Information:

City of Pearland
3519 Liberty Drive
Pearland, Texas 77581

Mr. Rajendra Shrestha, P.E., C.F.M.
City Engineer
(281) 652-1649

Completion Date:	2016
Entire Project:	$976,610
Work for Which Firm is Responsible:	100%

GCE PM & Staff: Mahendra Rodrigo, PE, CFM (PM), Chandi Rodrigo, P.E., Indunil Netthikumara, PE

The City of Pearland contracted GC Engineering, Inc. to provide professional engineering services for the reconstruction of the 25-year-old Walnut Street Regional Sanitary Sewer Lift Station on Walnut Street in Pearland, Texas. The project comprised of removal of the existing lift station and building a new one adjacent to the existing lift station within the 20-foot-wide back alley Right-of-Way.

GCE's services included design and construction of the new lift station with 1,858 gpm capacity to serve 2,123 equivalent residential units.

Project included:

- Demolition of existing dry well, partial demolition and filling of existing wet well, and construction of a new manhole within the area of wet well.

- Connection of the new lift station to existing 16" and 12" diameter force mains.
- Construction using reinforced concrete caissons on a poured concrete foundation slab.
- Provide three 925 gpm pumps in the new lift station. Connected each pump to an 8" riser. Connect Risers to a single 12" discharge pipe which was to be connected to existing 16" and 12" force mains via 12" piping.
- Provide a 28-foot-deep, 12-foot-wide wet well with three 1,500 gpm pumps.
- Design of force mains, gravity sewers, structural slabs, and mechanical and electrical systems.

GCE services also included preparation of final plans, specifications, and estimates documents in accordance with City of Pearland's Design Criteria Manual.

The project construction was completed in August 2016, and GCE provided construction support services throughout.

Lakes of Champions Estates Development, City of Mont Belvieu, Texas

Client Name & Address:

Texas Home Development, Ltd.
PO Box 847, Mont Belvieu, Texas 77580
Mr. Jim Davis, Mr. Brett Youngquist
Phone: (713) 703-6349

Completion Date:	2016
Entire Project:	$ 22 million
Work for which firm was/is responsible:	100%

GC Engineering provided professional engineering, construction management, and construction inspection services for the approximately 337-acre Lakes of Champions Estates development in Mont Belvieu, Texas. The development consists of a curb and gutter concrete pavement about 4.5 miles long, a storm sewer system, a series of 200 ac-ft storm water detention ponds, 40,000 feet of water and sewer lines, drainage outfalls, extensive grading, and earthwork. GC Engineering completed preliminary platting, designs of paving, drainage, water, and sewer facilities, preparation of construction plans and contract documents, bidding, and construction management and inspection services.

Project involved extensive coordination with TxDOT, Coastal Water Authority (CWA) along with several product pipeline corridors. Project included tie-ins to and access permits off of FM 1409 and FM 565. FM 1409 roadway extension construction project by TxDOT overlapped with the subject project construction and GCE coordinated to match the tie-in locations and elevations at future FM 1409. In addition, the project included roadway crossing across an active CWA canal and GCE designed and constructed box culvert bridge structure over and across CWA canal.

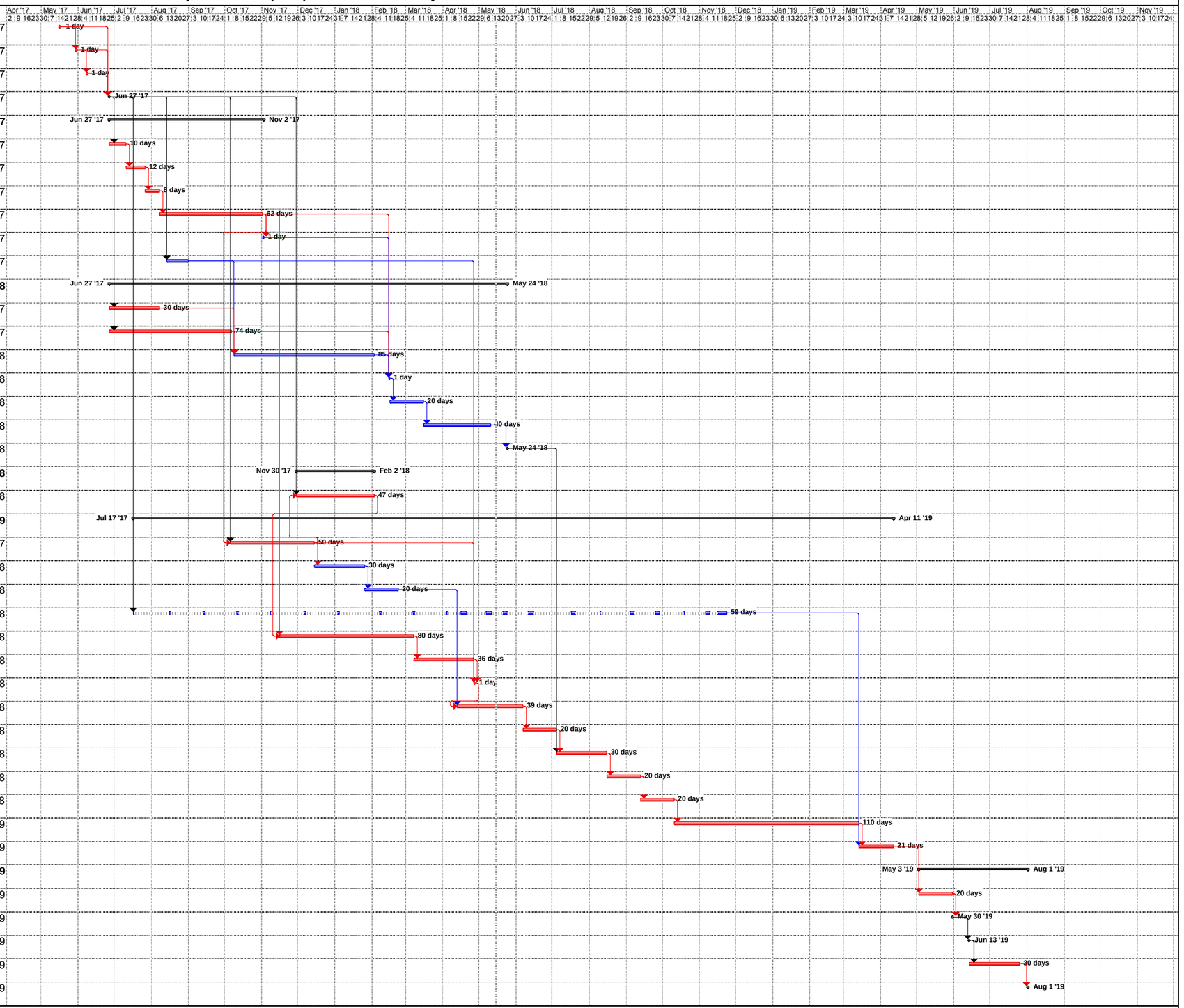
Construction management and inspection services included scheduling, project tracking, conducting regular site meetings, review of contractor progress, RFIs, progress payments, and coordination with the client and regulatory agencies. Finally, GC Engineering provided services for project close-out. The project was completed on schedule, within budget, and beyond client expectations for quality.

Sample Project Schedule

Brazoria County
CR-101 Widening from CR-90 to approx. 1,340 feet west of FM-1128
CSJ 0912-31-303

Project Schedule (Draft) on 5/15/2018 - Locally Let

ID	Task Name	Duration	Start	Finish
1	Kick off Meeting	1 day	Tue 5/16/17	Tue 5/16/17
2	Drainage Scoping Meeting w/ Brazoria County (County)/ TxDOT	1 day	Tue 5/30/17	Tue 5/30/17
3	Environmental Scoping Meeting w/ County /TxDOT	1 day	Thu 6/8/17	Thu 6/8/17
4	Notice-To-Proceed	0 days	Tue 6/27/17	Tue 6/27/17
5	**Update Alignment and Traffic Warrant Studies**	**93 days**	**Tue 6/27/17**	**Thu 11/2/17**
6	Prepare and Submit Preliminary Schematic Plan to County/ TxDOT	10 days	Tue 6/27/17	Mon 7/10/17
7	Preliminary Schematic Plan Review by County/ TxDOT	12 days	Tue 7/11/17	Wed 7/26/17
8	Prepare and Submit Final Schematic Plan to County/ TxDOT	8 days	Thu 7/27/17	Mon 8/7/17
9	County/ TxDOT Review and Approval of Final Schematic Plan	62 days	Tue 8/8/17	Wed 11/1/17
10	Design Concept Conference (DCC)	1 day	Thu 11/2/17	Thu 11/2/17
11	Traffic Warrant Study	14 days	Mon 8/14/17	Thu 8/31/17
12	**Environmental Studies and Approvals**	**238 days**	**Tue 6/27/17**	**Thu 5/24/18**
13	Environmental Constraint Map	30 days	Tue 6/27/17	Mon 8/7/17
14	Environmental Studies (Technical Reports) submit for TxDOT review	74 days	Tue 6/27/17	Fri 10/6/17
15	TxDOT Review and Revisions of Environmental Studies	85 days	Mon 10/9/17	Fri 2/2/18
16	Public Meeting	1 day	Thu 2/15/18	Thu 2/15/18
17	Public Meeting Summary Report	20 days	Fri 2/16/18	Thu 3/15/18
18	NAOPH	40 days	Fri 3/16/18	Thu 5/10/18
19	CE Clearance from TxDOT	0 days	Thu 5/24/18	Thu 5/24/18
20	**Additional Survey**	**47 days**	**Thu 11/30/17**	**Fri 2/2/18**
21	Update Topograhic and Utility Survey	47 days	Thu 11/30/17	Fri 2/2/18
22	**Final Design Phase**	**454 days**	**Mon 7/17/17**	**Thu 4/11/19**
23	Drainage Design and Analysis	50 days	Fri 10/6/17	Thu 12/14/17
24	Prepare/ Submit Final Drainage Report to BDD4/ County/ TxDOT	30 days	Fri 12/15/17	Thu 1/25/18
25	Drainage Report review and approval by BDD4 & County/ TxDOT	20 days	Fri 1/26/18	Thu 2/22/18
26	Utility Coordination	59 days	Mon 7/17/17	Fri 11/23/18
27	Prepare and Submit 60% Plans to the County/ TxDOT	80 days	Thu 11/16/17	Wed 3/7/18
28	60% Plans review by County/TxDOT	36 days	Thu 3/8/18	Thu 4/26/18
29	Traffic Control Workshop	1 day	Fri 4/27/18	Fri 4/27/18
30	Prepare and Submit 90% Plans to the County/ TxDOT	39 days	Fri 4/13/18	Wed 6/6/18
31	90% Plans review by County/TxDOT	20 days	Thu 6/7/18	Wed 7/4/18
32	Prepare and Submit 100% Plans to the County/ TxDOT	30 days	Thu 7/5/18	Wed 8/15/18
33	100% Plans review by County/TxDOT	20 days	Thu 8/16/18	Wed 9/12/18
34	Prepare and Submit Final PS&E to the County/ TxDOT	20 days	Thu 9/13/18	Wed 10/10/18
35	County/ TxDOT Review and Approval of Final PS&E	110 days	Thu 10/11/18	Wed 3/13/19
36	Finalize Contract Documents	21 days	Thu 3/14/19	Thu 4/11/19
37	**Bid Phase**	**65 days**	**Fri 5/3/19**	**Thu 8/1/19**
38	Advertise for Bids	20 days	Fri 5/3/19	Thu 5/30/19
39	Pre Bid Meeting	0 days	Thu 5/30/19	Thu 5/30/19
40	Bid Opening	0 days	Thu 6/13/19	Thu 6/13/19
41	Bid Evaluation/TxDOT Review	30 days	Fri 6/14/19	Thu 7/25/19
42	Contract Award	0 days	Thu 8/1/19	Thu 8/1/19



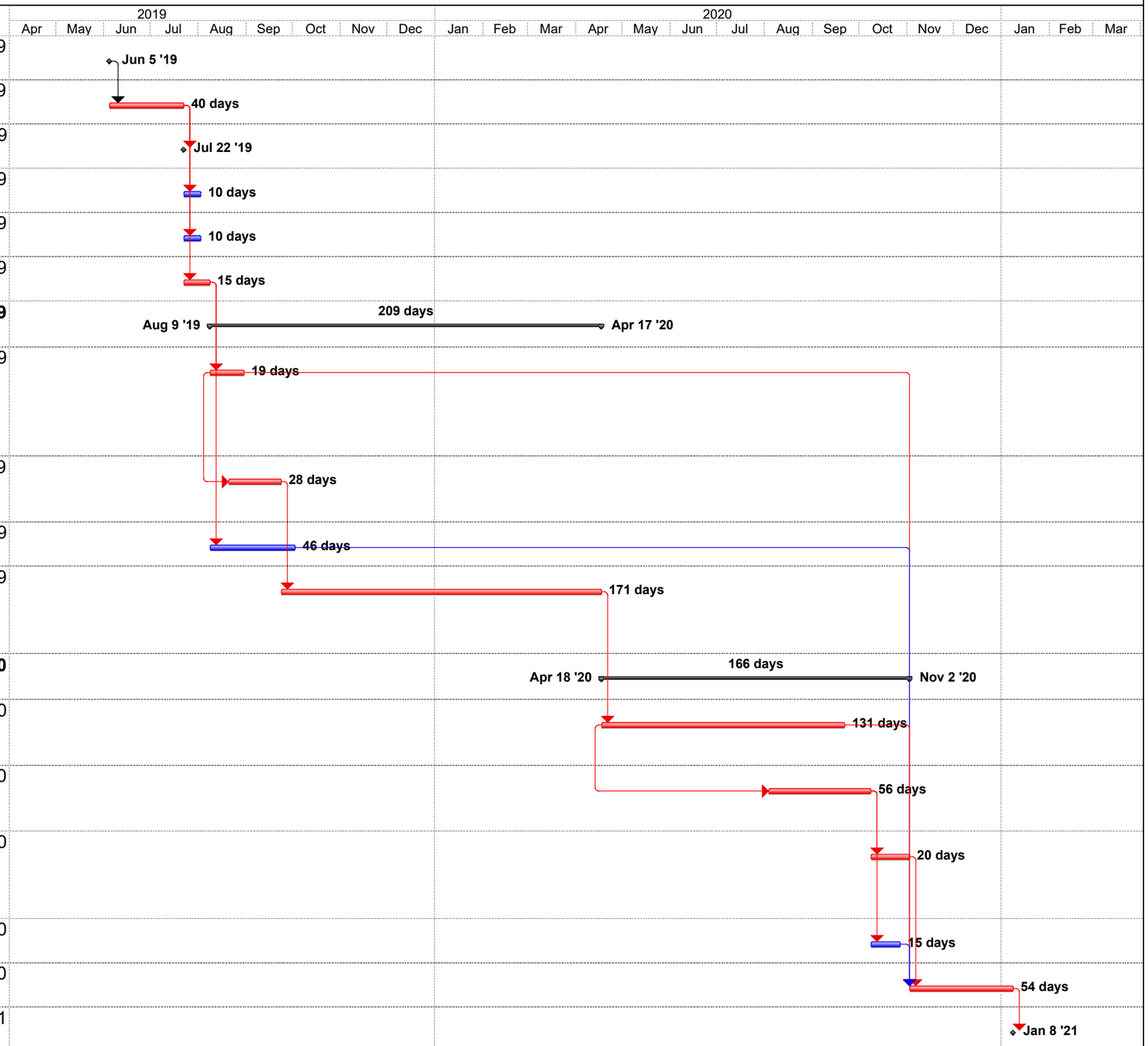
Project: 130326 CR-101 Design Projec
Date: Tue 5/15/18

\\gcesrv3\data\Projects\C - 0708B - CR-101 Final Design\Project Schedule\180515 Schedule\180515 CR-101 Project Schedule.mpp
Tue 5/15/18

Brazoria County
CR 101 Widening from CR 90 to FM-1128
CSJ 0912-31-303

Construction Project Schedule dated 03/22/2019 - Locally Let - 18 month Duration

ID	Task Name	Working Days	Start
1	TxDOT Letting Date	0 days	Wed 6/5/19
2	Bid Phase and Project Award	40 days	Wed 6/5/19
3	Notice-to-Proceed and Project Start	0 days	Mon 7/22/19
4	Mobilization and Initial Traffic Controls	10 days	Tue 7/23/19
5	Place Storm Water Pollution Prevention Measures	10 days	Tue 7/23/19
6	Right-Of-Way Preparation	15 days	Tue 7/23/19
7	**Phase 1**	**209 days**	**Fri 8/9/19**
8	Phase 1 Step 1A: Construct south roadside temporary ditch, culverts, from Curry Rd to Eastern Limit. Construct approx. 9' wide temporary asphalt pavement along south edge of the existing roadway.	19 days	Fri 8/9/19
9	Phase 1 Step 1B: Construct the proposed cross culverts at the intersection of CR89 and CR101. Construct the proposed cross culvert and outfall along Rivers Road (CR905) to Mary's Creek.	28 days	Wed 8/21/19
10	Phase 1 Step 1B: Construct Detention Pond.	46 days	Fri 8/9/19
11	Phase 1 Step 2 & 3: Construct WB two lanes (north-half of the project) from Kennedy Drive to End Project Limits, north-half of storm sewer systems, sidewalks, median curbs, roadside ditches and seeding.	171 days	Tue 9/24/19
12	**Phase 2**	**166 days**	**Sat 4/18/20**
13	Phase 2 Step 2 & 3: Construct EB two lanes, proposed south-half of the storm sewer systems, regrade south temporary roadside ditches to final grade, the remaining cross drainage pipes.	131 days	Sat 4/18/20
14	Phase 2 Step 4A: Construct WB two lanes from CR 90 to Kennedy Drive, the remaining north-half section of median, storm sewer systems, roadside ditches and cross culverts.	56 days	Tue 8/4/20
15	Phase 2 Step 4B: Remove the temporary asphalt pavement and restore the existing curb and median. Construct, new median, left turn lanes and brick pavers. Install Traffic Signals.	20 days	Fri 10/9/20
16	Install Pavement markings and signage and final cleanup.	15 days	Fri 10/9/20
17	Allowance for Rainy Days	54 days	Tue 11/3/20
18	Project Closeout	0 days	Fri 1/8/21



ACTUAL NUMBER OF WORKING DAYS = 390 WORKING DAYS
ADD SUNDAYS (76)+HOLIDAYS(16)+RAINYDAYS(ASSUMED 3 DAYS/MONTH=54) FOR 18 MONTHS = 146 DAYS
CONTRACT DURATION = 540 CALENDAR DAYS = 18 MONTHS

Brazoria County
111 East Locust Street
Angleton, Texas 77515

GC Engineering, Inc.
2505 Park Avenue
Pearland, Texas 77581

3. Staff Experience

3. Staff Experience

i. Qualifications of Key Personnel

GCE has assembled a team that has available personnel, applicable experience and capability to complete the proposed services in conjunction with our ongoing projects without compromising the quality. The GCE Team consists of **GCE** as the prime consultant responsible for the overall project management, project coordination, roadway design, traffic engineering, drainage design, utility engineering, and other technical and managerial responsibilities complemented by the staff of **Weisser Engineering & Surveying (WES)** (surveying services), **Terracon Consultants, Inc. (TCI)** (Environmental and Archeology services), **Geotest Engineering, Inc. (GEI)** (geotechnical services), **Qusrawi, LLC (QUS)** (mechanical engineering), and **George Meeks LandPRO, Inc. (GML)** (Architectural/Landscaping/ Section 3 services).

Organizational Chart is presented at the end of this section, TAB 3. Detailed Resumes of the proposed Project Team are provided in **Appendix 1 - Resumes**.

In addition to the staff resumes presented herein, GCE possesses adequate staff resources ready and available to perform work while meeting the project schedule and quality goals. GCE also maintains a database of professionals in order to augment the staff to meet surge requirements. This has enabled GCE to effectively address needs for expedited projects with high staff demand. GCE will work with the County to refine the GCE team members in order to provide for the optimum performance meeting or exceeding the County's quality goals. In addition to those personnel proposed in the Organizational Chart, GCE will utilize additional professional and support staff resources to complete assigned tasks successfully. GCE has a diverse staff of civil engineers, hydrologists, designers, and technicians specialized in all aspects of professional engineering services required for this RFQ.

The following is a summary of key personnel proposed:

Mahendra Rodrigo, P.E., CFM (GCE) will serve as the Project Manager (PM) and represent the Project Team in project coordination meetings and other liaison with the County. Mahendra has over 40 years of experience in managing civil engineering projects and was instrumental in resolving complex problems related to roadway design drainage, TCP, traffic signal design, and utilities. Mahendra was selected as the PM for this project because of his successful technical and management capabilities in working with many similar projects and his intensive coordination skills with clients.

Chandi Rodrigo, P.E. (GCE) possesses over 38 years of civil engineering project experience. Her QA/QC, roadway and drainage design experience include many local projects for clients including Fort Bend County, Brazoria County, Fort Bend County Toll Road Authority, Brazoria County, City of Missouri City, City of Pearland, HCTRA, Harris County, and other local clients. She brings extensive experience in conducting roadway and drainage studies and design, including FBCTR Segment B-3 for FBCTRA, CR-101 Widening Project (from CR-90 to FM-1128) for Brazoria County, McHard Road Extension Project, Old Alvin Road Widening Project for City of Pearland, West Road and West Road Bridge Widening project for Harris County, University Boulevard Paving and Drainage Project for City of Houston, and Sam Houston Tollway Widening from Westview Drive to Clay Road for HCTRA.

Umesh KC, P.E., CFM (GCE) has over 19 years of roadway and drainage design experience which include many local projects for clients including the City of Pearland, Harris County, Fort Bend County, Brazoria County, and other local clients. Few of Umesh's recent projects include; Orange Street Widening Project, McHard Road Extension Project, Old Alvin Road Widening Project for the City of Pearland, Federal Road Reconstruction Project

and Telge Road Widening Project for Harris County, and CR-101 Widening Project from CR-90 to FM-1128 for Brazoria County. Mr. KC also served as the Project Engineer for numerous projects involving FEMA map revisions including West Road Bridge Widening over Horsepen Creek (CLOMR/LOMR), McHard Road at Hickory Slough (CLOMR), Magnolia Landing Development at Chocolate Bayou (LOMR-F), and Water Lights Development at Clear Creek (CLOMR). He also worked as a Project Manager for the City of Houston Pre-Engineering contracts/projects (ReBuild Houston Projects) and managed several pre-engineering contracts/consultants coordinating with the City of Houston's other divisions to include their recommendations for developing candidate projects for the City of Houston's 5-yr Capital Improvement

Ashwin Karunaratna, E.I.T - Mr. Karunaratna has nine years of experience in traffic and drainage projects. Mr. Karunaratna was involved in the preparation of Traffic Control Plans for Telge Road and Federal Road Widening/Reconstruction projects for Harris County, CR-101 Widening Project for Brazoria County, and traffic on-call projects for Harris County. His local utilities experience include; Telge Road and Federal Road Widening/Reconstruction projects for Harris County, CR-101 Widening Project for Brazoria County, as well as various utility designs for numerous land development projects in Chambers County.

Bandana Poudyal, EIT – Ms. Poudyal has over 4 years of experience in H&H analysis and drainage design. Her experience includes Drainage Design for Southwest Quadrant of Old Town Drainage for City of Pearland, and XPSWMM modeling for Mills Walk Subdivision and Shaw Road Widening Project for Harris County.

In addition, GCE professional staff include Engineers proficient in AutoCAD, MicroStation, OpenRoads 3D Design, Structural and H&H, and Construction Managers and Inspectors. The GCE Team has the capability to augment and seamlessly work as an extension of the City staff to provide complete and exact solutions.

Mr. Indunil Netthikumara, P.E. - Electrical Engineering – Mr. Netthikumara brings over 38 years of experience in electrical engineering of industrial, utility, and commercial facilities; power distribution systems; system analysis; protection and coordination; power monitoring and testing; advanced power technology applications; high voltage substation control and power generation; process and facility control systems; security and fire alarm systems; lighting and special systems; systems evaluation, inspection, audit, and startup services.

Surveying - Mr. Walt Sass (WES) - Walt of WES will assist GCE with surveying services for the projects. He has over 42 years of experience in surveying services and has performed several projects for Federal, Municipal and other public entities. Based in greater Houston area. Mr. Sass has completed numerous municipal projects with several entities around USA. He is also an expert at legal research and boundary conflict resolution and has provided expert witness testimony on behalf of a number of utilities, pipelines, and government clients.

Geotechnical - Mohan Ballagere, P.E. (GEI) - Mohan with GEI will assist with Geotechnical services for the project. Mohan has over 31 years of experience and has worked on various projects involving areas of expertise in open cut/trenchless construction for sanitary sewer installation, open cut/retained excavation for pump station and intake structure, excavation stability, ground water control during and after construction, coffer dams (temporary and permanent), bearing pressures, bedding and backfill, thrust restraint, earth pressure diagrams, slope stabilization, uplift pressure resistance, shallow and deep foundations and construction considerations for wastewater projects. His responsibilities include preparation of geotechnical proposals, project coordination, performing engineering analyses, developing geotechnical recommendations for sanitary sewer, lift stations, transfer pump station, manholes, valves and buildings design and construction, preparation of geotechnical and trench safety reports, project cost control, geotechnical consulting during construction, and overseeing staff engineers.

Environmental - Dr. Jon Lohse (TCI) has over 27 years of experience in environmental and archeology services in Texas. Over this time, he has overseen projects ranging from simple desktop assessments to complex data recoveries. He has practical experience in designing innovative strategies for helping clients to meet their compliance obligations under both state and federal regulations, and has worked with local municipalities, different departments within the City of Houston, state agencies, private developers, and private land owners.

Landscape Architecture/Section 3 Services - George Meeks (GML) - George Meeks, is a professional landscaper with forty-six years of progressive and responsible experience. Specifically managed grounds maintenance for ARAMARK, Inc. at Houston Independent School District and Memphis City School. He has received numerous corporate awards for his management expertise.

Mechanical Engineering Services - Evan Rashid P.E. (QUS) - is an experienced Professional Engineer with 10 years of experience designing state-of-the-art commercial and industrial buildings. Evan has expertise in designing airside, chilled water and evaporative cooling systems ranging anywhere from a large campus to small commercial retail space.

ii. Firm's Adequacy of Resources

GCE possess the latest computers with large data handling capacity including in-house and cloud data backup systems. In addition, GCE also possess extensive experience in the use of state-of-art software including both commercial programs and those developed in-house by GCE staff. Some of the GCE software include the following:

CADD/GIS
- MicroStation V8i, InRoads, OpenRoads Designer CONNECT Edition, Power Geopak V8i (SELECT Series 4)
- AutoCAD Civil 3D 2023
- ArcGIS ArcMap 10.6

Hydrologic/Hydraulic
- HEC-HMS, HEC-RAS, HEC-GeoRAS V10.2
- UNET, WinStorm V.3.05, HouStorm V.2.1, ICPR-4.03.02,
- XPSWMM, SMS-RMA2
- HY-8 V7.2

Geotechnical
- PCSTBL5M, SLOPE/W, LPILE Plus V.5.0
- GROUP 7, SLIDE, T-Z Pile 2.0

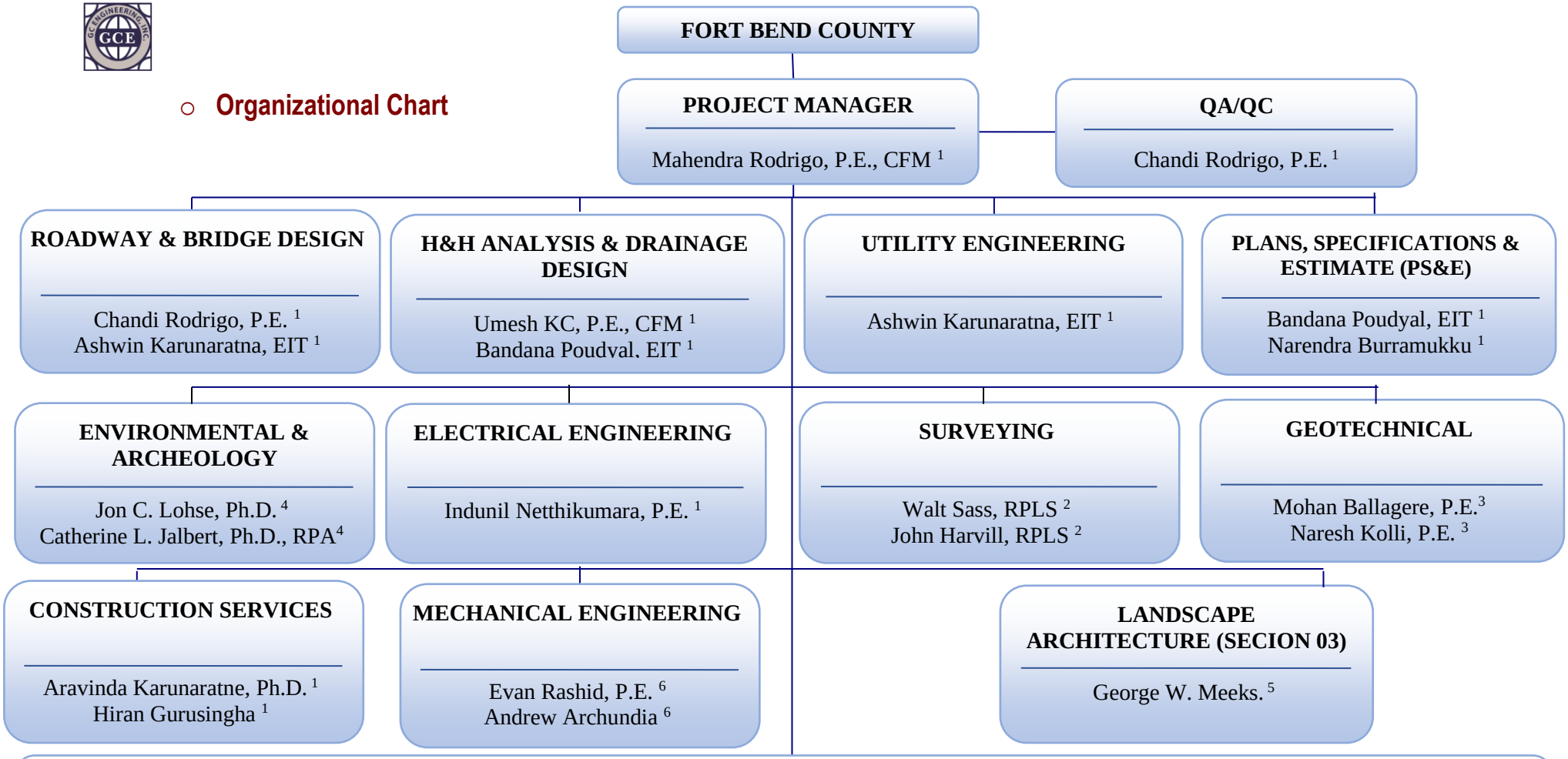
Traffic
- Highway Capacity Software (HCS+)
- Synchro V.11, Simtraffic V. 11.0

Structural
- STAAD.Pro
- RISA 3D
- TxDOT Bent Cap Analysis Program, CAP18 V6.2.2
- TxDOT Beam-Column Analysis, BMCOL51 V5.2.3
- PCACOL V3.0 & IRRCOL V3.0
- TxDOT Prestressed Concrete Beam Design/ Analysis, PSTRS14 V6.1.0
- Wincore V3.3
- PG Super V4.0.2
- TxDOT Bridge Geometry System BGS V9.1.6

Other
- Design Review & Checking System (DrChecks)
- Micro-Computer Aided Cost Estimating System (MCACES)
- SPECSINTACT

In addition, GCE utilizes Office 365® SharePoint® for effective data/information Management.

○ Organizational Chart



RESOURCES

- **CADD** - AutoCAD Civil 3D 2023, MicroStation V8i, OpenRoads Designer GEOPAK, ArcGIS 10.6/ArcView 10.6
- **Scheduling** - Primavera P6, Microsoft Project
- **Data/Information Management** - Office 365[R] SharePoint[R]
- **Other** - A variety of software's for H&H analysis, drainage design and traffic analysis.

Team Legend

1 = GC Engineering, Inc. (GCE) | 2 = Weisser Engineering & Surveying (WES) | 3 = Geotest Engineering, Inc. (GEI) | 4 = Terracon Consultants, Inc. (TCI) | 5 = George Meeks LandPRO, Inc. (GML) | 6 = Qusrawi, LLC (QUS)

4. Financial Stability

4. Financial Stability

a. Has your Company ever failed to complete any work awarded to it in the last ten (10) years?

No, GCE has never failed to complete any awarded work/projects to GCE's Clients within the 20-year period of its existence. Following is a summary of GCE's work ethics:

GCE has consistently demonstrated the ability to meet client's project schedule requirements. During the project planning stage, GCE staff performs a thorough review of all anticipated tasks and evaluates the resource allocation needs. GCE employs Microsoft Project computer software to track project schedule and resources, to identify critical path tasks, and to report the project progress to the clients. GCE ensures that all assigned personnel in the GCE Team take "ownership" of the assigned project. At GCE, we treat each project as if it's our own and believe that a design project is not complete until the project is constructed, and properly closed out and accepted by the client, exceeding the client's goals. GCE's philosophy on project ownership begins with having a clear understanding of client's vision and expectations not only for the specific project but also for overall program including short term and long term goals. GCE project manager extends this vision to the GCE staff in a consistent manner (through weekly meetings) to ensure that the company culture develop around providing best possible services to the clients. As a result, the project staff utilized is well versed with client expectations and instead of concentrating on "their own task responsibilities", they approach to solve problems in a well-coordinated and conversed manner. The staff constantly strives to find efficient and effective solutions irrespective of how challenging they are in order to provide the best value to the client. The ownership philosophy at GCE strives to have its professionals to provide seamless services, active and effective coordination with the team members and permitting/ approval agencies, apply value engineering effectively, meet or exceed goals for budget, schedule, and quality. One of the factors GCE considers in rewarding its personnel is evaluating how well they exhibit ownership on the projects they perform. This philosophy ensures that the loss of a key team member in the middle of any on-going GCE project does not affect the projects progress as each team member is well aware of other team member's assigned tasks.

Furthermore, founded in 2004, GCE has experienced a rapid growth resulting from the outstanding services provided to our Clients consistently. GCE is financially healthy with no loans or other encumbrances. In addition, GCE maintains cash reserves in excess of $300,000 at any given time. GCE also maintains a healthy backlog, mostly with repeat Clients.

GCE possess Professional Liability Insurance with a combined single limit of two million dollars ($2,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate. GCE insurance also includes commercial general liability with two million dollars, aggregate automobile liability with one million dollars single limit, umbrella liability with five million dollars, and workers compensation and employers liability with one million dollars each.

b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers in the last ten (10) years?

No, not within the 20-year period of its existence.

c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years? If yes, please provide details.

No, not within the 20-year period of its existence.

5. Required forms

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	GC Engineering,Inc.		
Business Name (if different from legal name)			
Type of Business	☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt		Age in Business? 21
Federal ID # or S.S. #	73-1702207	SAM.gov Unique Entity ID #	XHNJJXC354P7
SAM.gov CAGE / NCAGE	460P4		
Publicly Traded Business	X No ___ Yes Ticker Symbol _____		
Remittance Address	2505 Park Avenue, Ste.A		
City/State/Zip	Pearland, TX 77581		
Physical Address	2505 Park Avenue, Ste.A		
City/State/Zip	Pearland, TX 77581		
Phone Number	281-412-7008		
E-mail	mrodrigo@gc-engineering.com		
Contact Person	Mahendra Rodrigo, P.E		

Check all that apply to the company listed above and provide certification number.			Cert Date	Exp Date
DBE-Disadvantaged Business Enterprise ☐	**Certification #**			
SBE-Small Business Enterprise ☑	**Certification #**	3327	04/19/23	05/05/26
HUB-Texas Historically Underutilized Business ☑	**Certification #**	1731702207100	04/30/24	01/31/27
WBE-Women's Business Enterprise ☑	**Certification #**	24-4-10203	04/25/24	01/31/27

Company's gross annual receipts			
<$500,000 ____	$500,000-$4,999,999 X		
$5,000,000-$16,999,999 ___	$17,000,000-$22,399,999 ____	>$22,400,000 ____	

NAICs codes (Please enter all that apply)	541330, 541340,541620, 236220
Signature of Authorized Representative	
Printed Name	Mahendra Rodrigo, P.E.
Title	Principal
Date	03/26/2025

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GC Engineering,Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2505 Park Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Pearland Texas 77581

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

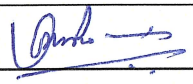
Employer identification number
7 3 - 1 7 0 2 2 0 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶**  **Date ▶** 03/25/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: RFQ # 25-039

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 73-1702207

Company Name submitting Bid/Proposal: GC Engineering,Inc.

Mailing Address: 2505 Park Avenue Pearland Texas 77581

Are you registered to do business in the State of Texas? ✔ Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ✔ No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

✔ I certify that GC Engineering,Inc. is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

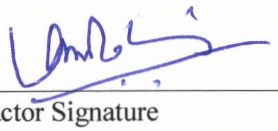
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

GC Engineering,Inc.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.



Contractor Signature

03/25/2025

Date

A. Mahendra Rodrigo

Printed Name

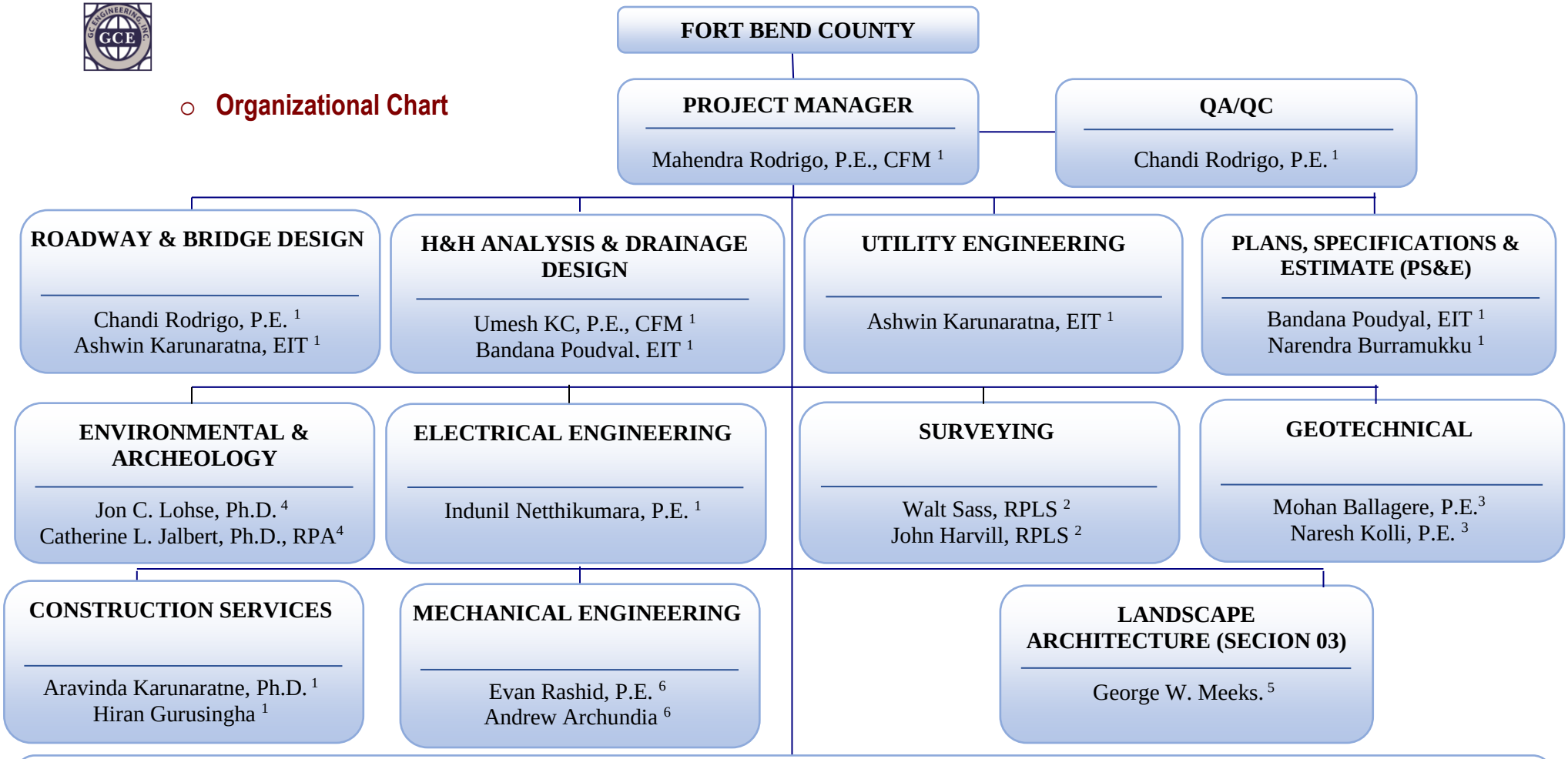
Principal

Title

APPENDICES

Appendix 1 – Resumes of Key Personnel Proposed for the Project

○ Organizational Chart



RESOURCES

- **CADD** - AutoCAD Civil 3D 2023, MicroStation V8i, OpenRoads Designer GEOPAK, ArcGIS 10.6/ArcView 10.6
- **Scheduling** - Primavera P6, Microsoft Project
- **Data/Information Management** - Office 365[R] SharePoint[R]
- **Other** - A variety of software's for H&H analysis, drainage design and traffic analysis.

Team Legend

1 = GC Engineering, Inc. (GCE) | 2 = Weisser Engineering & Surveying (WES) | 3 = Geotest Engineering, Inc. (GEI) | 4 = Terracon Consultants, Inc. (TCI) | 5 = George Meeks LandPRO, Inc. (GML) | 6 = Qusrawi, LLC (QUS)

Mahendra Rodrigo, PE, CFM

Professional Highlights

- *Over 37 Years of Civil Engineering Project Experience*
- *Extensive Transportation and Drainage Expertise*
- *Proven Experience on Expedited Project Delivery*

Education

Bachelor of Science | Civil Engineering | University of Moratuwa | Sri Lanka | 1984

Master of Science | Civil Engineering | New Jersey Institute of Technology | New Jersey | 1988

Registrations/Certifications

Professional Engineer: Texas, No. 87523
Professional Engineer: New Jersey, No. 24GE03619600

TxDOT Pre-certifications

1.4.1, 2.4.1, 2.4.3, 2.13.1, 3.1.1, 3.2.1, 3.3.1, 3.4.1, 3.5.1, 4.1.1, 4.2.1, 7.1.1, 7.2.1, 8.1.1, 8.5.1, 9.1.1, 10.1.1, 10.2.1, 10.3.1, 10.4.1, 10.5.1, 10.8.1, 14.1.1, 14.2.1, 14.3.1
TxDOT Local Government Project Procedures (LGPP) Qualified

Background

Mahendra has extensive experience with transportation projects, including program and project management for Federal, State, and Local governmental agencies, municipalities, and private consultants.

His expertise with the transportation project development process encompasses initial needs assessment to planning, design and construction management, and project close-out.

Experience

Paving and Drainage Improvements of University Boulevard between Kirby Drive and Main Street, City of Houston, Houston, TX

Project Director – Reconstruction of the 5,800' section of University Boulevard located adjacent to Rice University and several businesses comprised of a curb and gutter concrete section with two 11' to 14' lanes, 5 to 6-foot sidewalks, on-street bike lanes between Morningside Drive and Main Street, jogging trails, and intersection improvements including four new traffic signals at intersecting roadways. Services included roadway design, H&H analysis, waterline and sanitary sewer design, Traffic Signal Warrant Study, traffic signal design, and preparation of Preliminary Engineering Report (PER) for the improvements, as well as preparation of final design plans and contract documents.

CR-101 Widening from CR-90 to FM-1128, Brazoria County, TX - Project Director - Responsible for preliminary and final engineering design for widening of 2.5-mile 2-lane, open ditch road to 4-lane curb and gutter section. Also responsible for significant hydrologic study and design effort to alleviate historical flooding of the 575-acre watershed. The project was selected as a TxDOT LGPP project in the Year 2015. Construction was completed in 2021.

Extension of Fort Bend Parkway Toll Road from 1,600 feet east of Sienna Ranch Road (SRR) to 500 feet east of Sienna Plantation Improvement District (SPLID) Levee (Segment B-3), Fort Bend County Toll Road Authority, Fort Bend County, TX - Project Director - Responsible for preliminary and final engineering design for the Fort Bend Parkway Toll Road (FBPTR) Extension from approximately 1,600 feet east of Sienna Ranch Road (SRR) to 500 feet east of Sienna Plantation Improvement District (SPLID) Levee, for an approximate length of 4,100 feet (0.78 miles). Work included; developing roadway schematic alignments, design of the bridge structure over Sienna Ranch Road, traffic signal design, preparation of PS&E documents and contract documents.

McHard Road Extension, City of Pearland, Pearland, TX - Project Manager- Responsible for providing engineering services for the 3.5-mile long McHard Road extension Project, a TxDOT's Local Government Participation Project (LGPP). Work included a Traffic Signal Warrant Study at five intersections, traffic signal design at all 5 intersections, extensive hydraulic and hydrologic (H&H) analysis, and preparation of Preliminary Engineering Report (PER) and PS&E and construction documents. H&H analysis for the project included, updating existing HEC-HMS/RAS models for Hickory Slough and Clear Creek, incorporating proposed conditions in the models, and determining impacts and mitigation measures for the 10-year and 100-year storm events. Three detention ponds were designed to fulfill storm water detention and floodplain fill mitigation requirement of 72 ac.-ft. Prepared a CLOMR Report for Federal Emergency Management (FEMA) approval. Project is currently under construction and anticipated to be completed by end of Year 2022.

Langston Blvd. Extension, City of Mont Belvieu, Mont Belvieu, Texas - Project Director- Project included a 0.41-mile-long extension of Langston Blvd. from Eagle Drive to Franklin Street. Work included a concrete curb and gutter boulevard section with 4 lanes. Responsible for H&H analysis, geometric design of roadway, intersection improvement at Eagle Drive including traffic signal modification, design of grading, water, and sanitary sewer, coordination with pipeline companies, preparation of PS&E, bid documents and, and construction support services.

City of Galveston Sidewalk Design, Galveston, Texas - Project Director - Responsible for the design of a 9,300-foot sidewalk for the Hollywood Heights Area in City of Galveston. The project was performed using the available Community Development Block Grant (CDBG) funding. Project included design of sidewalks, pedestrian ramps, driveways, and safety features such as handrails.
Also responsible for preparation of PS&E documents and contract documents and providing construction support services during construction.

Mustang Bayou Stream Restoration, City of Alvin, Alvin, TX - Project Director - Project Manager – Responsible for providing engineering services for design of two damaged areas of the Mustang Bayou stream bank and for the damaged hike and bike trail at the intersection of House Street and Bayou Drive. Restoration of both project areas which were damaged during Hurricane Harvey in 2017 was funded by FEMA. Responsible for developing two alternative repair measures for each area of damaged bank and these alternatives were evaluated based on the factors including performance, overall costs, accessibility, construction phasing considerations, aesthetics, and constructability. For the first area of damage, which consisted of 130 feet of eroded and failed bank, a 100-foot extension to the existing sheet pile wall was proposed. PZ-27 sheet piles and 24" thick buried riprap with geogrid support spanning from the toe of slope to the face of the sheet pile wall was proposed to provide extra support. For the second damaged area, 112-foot of eroded and failed bank located within National Oaks Park, 24" buried riprap was proposed from the toe of the slope to an elevation of 29 feet spanning the entire project limits. Project construction was completed in July 2022.

Telge Road Widening, Harris County Engineering Department, Harris County, TX - Project Manager – Responsible for widening of an approximately 1.6-mile section of Telge Road from Louetta Road to Grant Road intersection. Project included removal of the existing 2-lane asphalt pavement with 11-foot-wide lanes and open ditches and replacement with a new 4-lane curb and gutter concrete boulevard section with 12-foot-wide lanes and a 32-foot-wide grass median within a proposed 120-foot Right-of-Way (ROW). Responsible for drainage analysis and design, pavement design, traffic signal design, utility coordination, TCP, SWPPP, preparation of PS&E documents and contract documents.

Little Cypress Creek Channel Improvements from Telge Road crossing to the confluence with Cypress Creek (Unit K100-00-00), Harris County Flood Control District, Houston, Texas
Project Director – Responsible for the design of channel widening and conveyance improvements of 3.5-mile-long section of Little Cypress Creek (LCC) from Telge Road crossing to Cypress Creek confluence (Unit K100-00-00). Responsible for performing a detailed H&H analysis using HEC-RAS/HMS models. The top bank of LCC was proposed to widen from 200 feet to 690 feet in order to lower the 100-year water surface elevation by approx. 7.0 feet. Responsible for H&H analysis incorporating adjacent regional detention pond (Kluge Basin) as well as other existing detention ponds, designing a natural stable channel, establishing wetland vegetation within the proposed channel bottom to mitigate for wetland impacts, and designing revetments at scour prone areas. Design elements also included drop structures, transitions at existing bridges, box culverts across roadways where existing bridge alone was not sufficient for conveyance, Storm Water Quality Management Ponds (SWQMP), and slope protection. Also involved in preparing exhibits and other documentation to assist HCFCD with public meetings.

Orange Street Widening, City of Pearland, Pearland, TX - Project Manager – Responsible for engineering design for reconstruction and widening of 20-feet wide, 2-lane asphalt road to a 2-lane concrete curb and gutter section with a back-to-back curb width of 38 feet. Work included: developing alternative roadway alignments, hydrologic and hydraulic analysis, new 12-inch diameter waterline from State Highway 35 to Woody Avenue, traffic warrant studies and signal design, extensive utility coordination, design of an at-grade crossing at BNSF Railroad in accordance with the BNSF criteria for quiet zone crossings, TxDOT approvals for SH-35 intersection improvements, and preparation of PS&E documents and contract documents. Also assisted the City by conducting several public meetings to maintain public involvement throughout the project.

Fort Bend Parkway (FBP) Extension from Siena Parkway to Future Grand Parkway Segment C, Fort Bend County Toll Road Authority, Fort Bend County, Texas - Project Director – The proposed FBP alignment would cross approximately 13 waterway crossings including Brazos River and the 4.5-mile-wide Brazos River floodplain. Responsibilities included: preliminary hydrologic and hydraulic analysis, conceptual design of cross drainage structures for waterway crossings, estimation of storm water detention and floodplain fill mitigation needs, sizing of bridge openings, and updating HEC-RAS models for Brazos River.

Professional Highlights

- *Over 37 Years of Civil Engineering Project Experience*
- *Extensive Transportation and Drainage Expertise*

Education

Bachelor of Science | Civil Engineering | University of Moratuwa | Sri Lanka | 1984

Master of Science | Civil Engineering | New Jersey Institute of Technology | New Jersey | 1989

Registrations/Certifications

Professional Engineer: Texas, No. 88075
Professional Engineer: New Jersey, No. 24GE03836200

TxDOT Pre-certifications

2.4.1, 2.4.3, 3.1.1, 3.2.1, 3.4.1, 4.1.1, 4.2.1, 5.1.1, 5.2.1, 7.1.1, 9.1.1, 10.1.1, 10.2.1, 10.3.1, 14.3.1

TxDOT Local Government Project Procedures (LGPP) Qualified

Background

Chandi has over 37 years of experience with the planning, analysis, design, and construction of roadway projects for Federal, State, and Local governmental agencies, municipalities and private consultants.

She has served as project manager for the planning, analysis, design, and construction of projects involving roadway, traffic, drainage, and private & public utilities.

Chandi Rodrigo, PE

Experience

Paving and Drainage Improvements of University Boulevard between Kirby Drive and Main Street, City of Houston, Houston, TX

Project Manager – Responsible for the design for reconstruction of 1.1-mile section of University Blvd. from Kirby Drive to Main Street. Project included widening of the roadway to a curb and gutter concrete section with two 11-14-foot lanes, 5 to 6-foot sidewalks, on-street bike lanes between Morningside Drive and Main Street, intersection improvements including four new traffic signals at intersecting roadways, and storm sewer, water, and sanitary sewer improvements. Project was coordinated with the design engineers for adjacent road improvement projects and with Rice University on their development plans. Also assisted the City of Houston by conducting several public meetings to maintain public involvement throughout the project.

CR-101 Widening from CR-90 to FM-1128, Brazoria County, TX

Project Manager – Responsible for preparing the PER, and preliminary and final engineering plans for widening a 2.5-mile 2-lane open ditch road to a 4-lane curb and gutter section. Performed an intricate drainage design analysis to alleviate historical flooding of a 575-acre area watershed. Developed drainage alternatives and conducted joint stakeholder meetings (City of Pearland, Brazoria Drainage District, Brazoria County, etc.) to reach an early concurrence which resulted in significant time and cost savings. Project construction was completed in January 2021.

Sam Houston Tollway Widening from Westview Drive to Clay Road, Harris County Toll Road Authority, Houston, TX

Project Manager – Responsible for the design for widening of the Sam Houston Tollway (SHT) from three to four lanes for 2.1 miles from Westview Dr. to Clay Road. Responsibilities included preparation of schematics, final design, and construction plans, specifications and estimates (PS&E) documents for the project. Responsible for bridge design, design of a 2,100-ft long retaining wall, ground modification, drainage analysis, pavement design, traffic control plans, bridge foundation and structural design, utility coordination, Storm Water Pollution Prevention Plans (SW3P), and construction staging.

West Road and West Road Bridge Widening over Horsepen Creek, Harris County Precinct 3, Houston, TX

Project Manager - Responsible for roadway and bridge design for West Road and Bridge widening. The project comprised of modifying lanes to a standard 4-lane boulevard section, widening of the bridge structure with combined pedestrian/traffic rails, and drainage improvements including slope protection within the HCFCD channel, Horsepen Creek. Responsible for preliminary and final engineering, design, hydrologic and hydraulic analysis, bridge design, and design of storm water runoff collection structures and preparation of PS&E and bidding documents. Ascertained FEMA approval on CLOMR and LOMR for the project.

Old Alvin Road Widening from Orange Street to McHard Road, City of Pearland, Pearland, TX

Design Engineer - Responsible for preparing Preliminary and Final design for the widening of a 1-mile section of Old Alvin Road. Project included reconstruction of existing 2-lane roadway (approximately 20-foot wide) to a 4-lane undivided roadway with curb and gutter. Responsible for roadway geometric design which included lane transitions at Orange Street and McHard Road intersections, left turn lanes at major intersections, provision of sidewalks and pedestrian crossing with special consideration given on the design near the middle school. Work also included utility coordination, drainage study and design, roadway geometrics, and TCP.

Telge Road Widening, Harris County Engineering Department, Harris County, TX

Design Engineer – Responsible for widening of an approximately 1.6-mile section of Telge Road from Louetta Road to Grant Road intersection. Project included removal of the existing 2-lane asphalt pavement with 11-foot-wide lanes and open ditches and replacement with a new 4-lane curb and gutter concrete boulevard section with 12-foot wide lanes and a 32-foot-wide grass median within a proposed 120-foot Right-of-Way (ROW). Work included: drainage analysis and design, pavement design, traffic signal design, preparation of PS&E documents and contract documents.

Orange Street Widening, City of Pearland, Pearland, TX

Project Manager – Responsible for the widening of 2-lane (20 feet wide) roadway to a 2-lane (38 feet wide) curb and gutter road for a 2-mile section of Orange Street from State Highway 35 (SH-35) to Hatfield Road. Work included preliminary to final design, drainage analysis, coordination with utility companies including relocation/encroachment of 3 product pipelines, a signalized intersection at Mykawa Road with provisions for future Mykawa road widening, and design and permitting of an at-grade railroad crossing. Work also included coordination of the disciplines including survey, geotechnical, environmental, and landscaping consultants. Provided bidding assistance and construction support services.

McHard Road Extension from Cullen Blvd. to Mykawa Road, City of Pearland, Pearland, Texas

Project QA/QC - Work included, hydrologic and hydraulic (H&H) analysis, conceptual design of storm water detention basins, storm sewer system comprising of water runoff collection and conveyance, and preparation of preliminary drainage report. H&H analysis included HEC-HMS/RAS models for Clear Creek and Hickory Slough to determine existing conditions and then incorporate the proposed drainage scheme in order to determine impacts and provide mitigation measures including storm water detention pond. Preliminary design included approximately 8,000 linear feet of storm sewers design utilizing WINSTORM and three storm water detention ponds with a total capacity of 50-acre-feet. Drainage design was performed in accordance with the BDD#4, and City of Pearland and TXDOT design requirements.

Extension of Fort Bend Parkway Toll Road from 1,600 feet east of Sienna Ranch Road (SRR) to 500 feet east of Sienna Plantation Improvement District (SPLID) Levee (Segment B-3), Fort Bend County Toll Road Authority, Fort Bend County, TX

Project Manager - Responsible for preliminary and final engineering design for the Fort Bend Parkway Toll Road (FBPTR) Extension from approximately 1,600 feet east of Sienna Ranch Road (SRR) to 500 feet east of Sienna Plantation Improvement District (SPLID) Levee, for an approximate length of 4,100 feet (0.78 miles). Work included; developing roadway schematic alignments, design of the bridge structure over Sienna Ranch Road, traffic signal design, preparation of PS&E documents and contract documents.

McHard Road Extension from Cullen Blvd. to Mykawa Road, City of Pearland, Pearland, Texas

Project Engineer – Work included, hydrologic and hydraulic (H&H) analysis, conceptual design of storm water detention basins, storm sewer system comprising of water runoff collection and conveyance, and preparation of preliminary drainage report. H&H analysis included HEC-HMS/RAS models for Clear Creek and Hickory Slough to determine existing conditions and then incorporate the proposed drainage scheme in order to determine impacts and provide mitigation measures including storm water detention pond. Preliminary design included approximately 8,000 linear feet of storm sewers design utilizing WINSTORM and three storm water detention ponds with a total capacity of 50-acre-feet. Drainage design was performed in accordance with the BDD#4, and City of Pearland and TXDOT design requirements.

Professional Highlights

- *Over 16 Years of Civil Engineering Project Experience*
- *Extensive Drainage Design, Roadway Design, and Utility Coordination Experience*

Education

Bachelor of Science | Civil Engineering | Tribhuvan University | Nepal | 2003

Master of Science | Civil Engineering | Lamar University, Beaumont | Texas | 2007

Registrations/Certifications

Professional Engineer: Texas, No. 107453

TxDOT Pre-certifications

3.1.1, 3.2.1, 3.4.1, 4.1.1, 4.2.1, 7.1.1, 7.2.1, 8.1.1, 8.3.1, 8.5.1, 8.6.1, 10.1.1, 10.2.1, 10.3.1, 11.1.1

Background

Umesh has over 16 years of experience in roadway design, hydrologic and hydraulic analysis, traffic studies, and site development/design. Umesh has also managed City of Houston Pre-Engineering projects on roadway and drainage.

Umesh KC, PE, CFM

Vice President

Experience

McHard Road Extension, City of Pearland/TxDOT, TX

Drainage Engineer – Responsible for alignment study and design of a 3.5-mile section of a new 4-lane divided curb and gutter roadway from Cullen Blvd. (FM 865) to Mykawa Road in Pearland, Texas. Work included updating existing HEC-HMS and HEC-RAS models for Hickory Slough and Clear Creek, incorporating proposed conditions in the models and determining impacts and mitigation measures to for the 10-year and 100-year storm events. Steady flow and unsteady flow simulations were performed using HEC-RAS to determine the peak flows and water surface elevations along Hickory Slough and Clear Creek for various offsite storm water detention alternatives to achieve no impact conditions. Designed three ponds to fulfill storm water detention and floodplain fill mitigation requirement of approximately 72 acre-feet. As the proposed roadway required filling of Hickory Slough floodway near Mykawa Road, an impact and a mitigation analysis using effective HEC-RAS and HEC-HMS models was performed and an application for Conditional Letter of Map Revision (CLOMR) Report for Federal Emergency Management (FEMA) was submitted and approved. In addition, storm sewer system was designed utilizing TxDOT WinStorm program, cross culverts were designed to convey 50-year storm, and optimized the storm sewer system with modifications to drainage patterns, overland flows, and roadway profile adjustments to make the system cost effective while safely conveying the design flows to outfalls. The drainage design was coordinated with the City, and Brazoria Drainage District 4 (BDD4) in order to ensure speedy approvals.

Old Alvin Road Off-Site Detention Pond Design, City of Pearland, TX

Drainage Engineer - Responsible for final design of the reconstruction and widening of a 1-mile section of Old Alvin Road from East Plum Street to McHard Road in Pearland, Texas. Work included a hydraulic impact analysis and a mitigation analysis using effective HEC/RAS-HMS models for the Town Ditch sub-watershed. Hydraulic Analysis was performed to evaluate the impacts and to determine storm water detention requirements for Town Ditch subwatershed resulting from the reconstruction of proposed improvements along Old Alvin Rd. as well as Orange St. from SH-35 to Schieider Drive and Linwood Street. An offsite storm water detention pond of approx. 12 acre-feet was designed to mitigate the impacts due to the proposed improvements. The proposed storm sewer systems were designed for 3-Year storm event and checked for 100-Year storm event discharging directly into the Town Ditch. The impacts due to proposed improvements and increased flows were mitigated by diverting the flow from Town Ditch into the proposed detention pond, upstream of the major storm outfalls, thus avoiding net increase in flow and water surface elevation in Town Ditch. The drainage design was coordinated with the City, and Brazoria Drainage District 4 (BDD4) in order to ensure speedy approvals. Project construction was completed in December 2018 and Umesh provided construction support services throughout the project.

City of Pearland Sub-Regional Detention Study, City of Pearland, Pearland, TX

Drainage Engineer - Responsible for identifying future developments within the watershed of Clear Creek and Hickory Slough in the City of Pearland. Work included identifying the route of channels and location of regional detention ponds, determining detention volumes required for mitigation and detention, studying FEMA maps for the watershed, reviewing HEC-HMS and HEC-RAS models for Clear Creek and Hickory Slough, and using GIS tools for mapping the flood-plain and flood-way data developed in HEC-RAS. Hydrologic and Hydraulic models (HEC-HMS and HEC-RAS) for the Clear Creek and Hickory Slough watersheds were updated using the available relevant data including LiDAR. The models were also used to perform major drainage channel analysis including sizing of the detention ponds for short term (0-5 yr.), Medium term (5-15 yr.), and long term (15-25 yr.) development. Existing regional detention ponds were identified in the study. Some of them were recommended for extension to serve future developments.

Drainage Improvement at Westchester Circle, City of Pearland, Pearland, Texas

Drainage Engineer - Responsible for the design and analysis of drainage improvements at Westchester Circle, a CDBG funded project, in the City of Pearland, Texas. The project area consisted of approximately 1,600 feet of Westchester Circle from FM-518 to Manvel Road. The project involved furnishing the existing roadway with sidewalks by eliminating the open ditch system and replacing it with a closed drainage system. Performed a drainage analysis for the project area, sized the closed drainage system, provided recommendations for drainage improvements, and assisted in utility coordination.

WaterLights Development, Pearland, Texas

Staff Engineer - Responsible for updating the Master Drainage Plan and preparing a request for Conditional Letter of Map Revision. The project involved Hydrologic and Hydraulic Analysis of an 85-acre commercial tract located on State Highway 288 immediately north of Clear Creek in Pearland, Texas. The computer programs HEC-HMS, HEC-RAS and ICPR3 were exclusively used to refine the internal drainage areas for the existing condition and refine stage-storage relationships and stage discharge relationships for the refined lake/pond configurations. ArcGIS 9.3 was used for floodplain, and floodway mapping and delineation. HEC-RAS data were mapped into GIS with the aid of HEC-GEORAS. GIS tools were used to cut the cross section from the tin files and input into the HEC-RAS. All the exhibits for the drainage report were prepared using ArcGIS 9.3.

Federal Road from 1500' South of Port Terminal Railroad Association to 180' North of Traffic Circle at Clinton Drive, Harris County Precinct 3, TX

Project Manager - Responsible for preliminary study phase design and final design of the reconstruction a 0.8-mile section of Federal Road from 1,500 feet south of the Port Terminal Railroad Association (PTRA) to the traffic circle at Clinton Drive. The project comprised of replacing the existing 4-lane asphalt pavement with a 4-lane concrete boulevard section with 12-foot wide travel lanes, a 16-foot wide raised median, and two 10-foot wide shoulders on either side of the roadway. The project included Drainage Impact Analysis and improving conveyance capacity by upsizing storm sewer/roadside ditches to alleviate frequent flooding, intersection improvements at American Petroleum Road, and design of four storm out falls to Buffalo Bayou. Performed floodplain mapping, hydrologic and hydraulic design, and preparation of PS&E documents and bid documents.

Magnolia Bend Subdivision, Brazoria County, TX

Project Manager – Responsible for project design for the 154-ac development project. Project included approximately 100 residential lots, restricted reserves, a stormwater detention pond, and off-site drainage outfall. Work included paving, water, sewer, and drainage design and permitting. An extensive drainage study with FEMA and LOMR-F approvals secured for the project.

Lakes of Champion Blvd. Storm Sewer Design, City of Mont Belvieu, Mont Belvieu, Texas

Project Manager – Responsible for H&H analysis and design of a approx. 1,500' long new storm sewer system to replace the existing outfall ditch running parallel and south of Lakes of Champions Blvd. (from the triangular pond outfall to Cotton Bayou) taking into account the ultimate 4-lane boulevard section on Lakes of Champions Blvd. H&H analysis was performed to achieve no impact condition at Cotton Bayou. The storm sewer system was designed to convey the peak 100-year event.

Education

Bachelor of Science | Civil Engineering | South Dakota School of Mines & Technology | South Dakota | 2013

Master of Science | Civil Engineering | South Dakota School of Mines & Technology | South Dakota | 2015

Background

Ashwin has over ten years of experience in floodplain mapping, hydrologic and hydraulic design including detention pond and storm sewer design, roadway design, site development/design, and preparation of PS&E documents and bid documents.

Ashwin Karunaratna, EIT

Project Engineer

Experience

Fort Bend Parkway Toll Road (FBPTR) Segment B-3, Texas

Project Engineer – FBPTR Segment B-3 consisted of a 4-lane divided roadway for an approximate length of 4,100 feet with a new bridge structure over Sienna Ranch Road (SRR) . Responsibilities included designing a northbound left turn lane on SRR, and traffic signal modification at SRR intersection. Modified video detection zones and performed traffic signal design to accommodate a new exit ramp from FBPTR. Furthermore, provided 10-ft wide sidewalks at SRR and modified ADA ramps added new pedestrian poles as needed. Designed the pavement marking and signing layout and developed Traffic Control Plans to facilitate traffic on SRR during construction.

Telge Road Widening, Harris County Engineering Department, Harris County, TX

Staff Engineer – Designed the reconstruction of an approximately 1.6-mile stretch of Telge Road. The project included road widening from two 11-foot lanes to four 12-foot lanes with a 32-foot median. Responsible for utility coordination, creating construction plans including roadway profiles, intersection design, and was involved in producing Traffic Control Plans and roadway cross sections. Was also responsible for designing sight triangles, tapering lanes and identifying wetland sections based on coordinates.

Old Alvin Road Widening from Knapp Road to Plum Street, City of Pearland, Pearland, TX

Staff Engineer - Responsible for final design of the reconstruction and widening of a 1-mile section of Old Alvin Road from East Plum Street to McHard Road in Pearland, Texas. The project involved reconstruction of the existing 2-lane asphalt roadway to a 4-lane undivided roadway with curb and gutter. Developed construction plan drawings including plan and profiles for storm sewer.

McHard Road Extension, City of Pearland/TxDOT, TX

Project Engineer - Responsible for alignment study and design of a 3.5-mile section of a new 4-lane divided curb and gutter roadway from Cullen Blvd. (FM 865) to Mykawa Road in Pearland, Texas. Responsible for preparation of construction plans, including plan and profile drawings and analysis of roadway cut and fill calculations. Performed floodplain mapping and was involved in hydrologic and hydraulic design of approximately 8,000 linear feet of storm sewer along McHard road and side streets that drains to three detention ponds with a capacity of approximately 50 acre-feet. Performed detention volume calculations for Clear Creek, and two Hickory Slough ponds.

Choate Road Widening, Harris County, TX

Project Engineer - The project consisted of approximately 9 pipeline crossings and a railroad crossing. Responsible for utility coordination, roadway design, and preparation of PS&E documents.

CR-101 Widening from CR-90 to FM-1128, Brazoria County, Texas

Drainage Engineer – A 2.5-mile-long segment of CR-101 was improved from a 2-lane, open ditch road to a 4-lane curb and gutter section. A significant drainage design analysis effort was undertaken to alleviate historical flooding of the 575-acre area watershed. Was involved in floodplain mapping, hydrologic and hydraulic design, and producing construction plans.

Turtle Bayou Subdivision, Chambers County, Texas

Project Engineer – Responsible for Traffic Impact Analysis (TIA) and Traffic Signal Warrant Study (TSWS) for the proposed 236-acre single family residential tract located approximately 2 miles southeast of the Interstate Highway-10 (IH-10) and FM 563 intersection. Prepared the TIA report and producing the TSWS for the project. Used trip generation to predict the ingress and egress average daily traffic volumes generated by the new subdivision, coordinated to obtain traffic counts for the existing intersection at FM 563 and Cain Road, distributed the traffic based on traffic flow from the major highways and cities in the vicinity, and the obtained traffic counts and obtained trip distribution percentages. Using the distribution percentages, produced expected traffic volumes for AM and PM peak hours and determined the need for auxiliary lanes, pertaining to TxDOT guidelines. Conducted a traffic signal warrant analysis to determine if a traffic signal was necessary at the intersection of FM 563 and Hunter's Creek Drive. Designed necessary transitions and modifications to the existing road and created exhibits showing the location and proposed lane configuration. Performed the synchro traffic analysis for Hunter's Creek Drive and Cain Road intersections at FM 563 to find the level of service for the two intersections and adequate storage length for the Southbound left turn lane.

Federal Road from 1500' South of Port Terminal Railroad Association to 180' North of Traffic Circle at Clinton Drive, Harris County, Texas

Project Engineer – This project involved reconstruction of a 4-lane reinforced concrete pavement with two 12-foot travel lanes each way with a media and 10-foot wide shoulders with roadside ditches on either side of the roadway. The project length is approximately 0.8 miles. Was involved in floodplain mapping, hydrologic and hydraulic design, producing PS&E documents and construction plans.

Woodcreek Bridge, City of Pearland, Pearland, Texas

Project Engineer – The project is located within the Woodcreek subdivision, approximately 1,200 feet northwest of FM-518 and Dixie Farm Road intersection and involves removing the existing bridge and facilitating the groundwork to place a second pedestrian bridge in the vicinity. Performed site visits to obtain accurate measurements of the pedestrian bridge. Designed the sidewalks, bridge approach slabs, pile locations, foundation layout, abutments and produced the plan and profile for the project. Moreover, designed a site plan to show the bank stabilization approach.

Lakes of Champions Estates Subdivisions, City of Mont Belvieu, Chambers County, Texas

Project Engineer – Designed storm, sanitary and water lines and produced construction plans for sections 2B phase 2, 3 and 4. Performed floodplain mapping and was involved in hydrologic and hydraulic design for the 116 acre subdivisions with a total of 202 lots and six detention ponds. Created roadway profiles and designed several vertical curves.

River Farms Subdivision, Chambers County, Texas

Project Engineer – Designed storm, sanitary and water lines and produced construction plans for River Farms sections 1,2 and 3. Sections 1 & 2 had a total of 224 lots situated in within an area of 86 acres. Section 3 had 145 lots within an area of 53 acres. Performed floodplain mapping and was involved in hydrologic and hydraulic design for storm sewer and the outfalls to Cotton Bayou. Performed cut and fill volume calculations and produced earthwork quantity estimates.

Champions Forest Subdivision, City of Mont Belvieu, Chambers County, Texas

Project Engineer – Responsibilities included analyzing detention pond volume calculations and designing outfall storm sewer pipes for Champions Forest Sections 1 and 2. Created Plan and Profile Drawings for both sections, comprising of 80 lots within 39 acres. Performed lot layout design, storm, sanitary, water line and roadway designs within the subdivision.

Fannin Road Reconstruction, City of Houston, Houston, Texas

Project Engineer – Project consisted of reconstruction of northbound lanes, replacement of damaged concrete panels on southbound lanes, repair of sidewalks, ramps, curbs and drainage inlets.Prepared PS&E documents including pavement marking design and traffic control plans for panel replacement and rehabilitation of Fannin Road from I-610 to Old Spanish Trail.

Education

Bachelor of Civil Engineering | Pokhara University | Nepal | 2015

Master of Science | Civil Engineering | Lamar University | Beaumont, Texas | 2022

Background

Ms. Poudyal has 2 years of experience in hydrologic and hydraulic analysis, Roadway Design, Field Data Collection, and Preparation of Construction Plans and Cost Estimates.

Bandana Poudyal, EIT

Staff Engineer

Experience

Drainage Study Mills Walk Subdivision-2023, Harris County, Precinct 3, TX

Drainage Engineer - Mills Walk Subdivision is located south of Grant Road, north of Mills Road and east of Copeland Drive in Harris County, Precinct 3. The study area is approximately 46.0 Acres. Project area is approximately 45-years old and existing roadway consists of concrete pavement with curb and gutter and closed storm system for conveying drainage. Duties included reviewing as-built plans, topographic surveys and storm line videos provided by HCED for the project area. Perform Hydraulic modeling of the existing drainage system as well as the proposed improvements utilizing XPSWMM, a 2d hydrodynamic software. The modeling efforts included approximately 46-acre subdivision and the storm sewer outfall along Grant Road extending to HCFCD Unit K143-00-00.

Southwest Quadrant of Old Town Drainage, City of Pearland, Pearland, TX

Project Engineer - Responsible for preparing Preliminary Engineering Report, the study area is mostly residential, approximately 70 acres. Prepared required exhibit for the report and was responsible for the storm sewer calculation where storm was design for 2-yr, and analysis was done for 100-yr. Project includes removal and replacement of the existing culverts/ditches with adequately sized storm sewers, reconstruction of affected sidewalks and driveways, reroute/reconnect existing water leads as required, and 2-in mill and overlay of existing asphalt pavements within the project area. Responsible for preparing construction plans and construction cost estimate.

Shaw Road Widening from Westlake Run Blvd to Boudreaux Road, Harris County, Precinct 3, TX

Drainage Engineer – The Project comprised of preliminary study phase design and final design of the reconstruction and widening of a 1.4-mile section of Shaw Road from south of Westlake Run Blvd (WRB) to the Boudreaux Road intersection. The project included widening of the existing 2-lane concrete pavement (0.7 mile) to 4-lane concrete curb and gutter boulevard section and the removal of the existing 2-lane asphalt pavement road (0.7 mile) and reconstruction of a new 4-lane concrete curb and gutter boulevard section with 12-foot-wide travel lanes, a 32-foot raised median within a proposed 100-foot ROW. Responsibilities included performing drainage impact analysis and design for the proposed project within effective sub-watershed K142A in Cypress Creek Watershed which ultimately drains in a southernly direction to Faulkey Gully (HCFCD UNIT #K142-00-00), a Tributary to Cypress Creek. Hydrologic and hydraulic (H&H) analysis were performed utilizing XPSWMM, HEC-HMS and HEC-RAS models with NOAA Atlas 14 rainfall depths distribution per Harris County and HCFCD standards. The project areas included multiple existing interconnected stormwater detention and mitigation ponds downstream and in the vicinity within Harris County Northpointe Water Control Improvement District. The proposed project area stormwater detention and outfalls were designed and modeled in XPSWMM to avoid the impacts to these existing drainage and detention systems including Faulkey Gully.

Fort Bend Parkway Toll Road (FBPTR) Segment B-3, Fort Bent County, TX

Staff Engineer – FBPTR Segment B-3 consisted of a 4-lane divided roadway for an approximate length of 4,100 feet with a new bridge structure over Sienna Ranch Road (SRR), addition of a northbound left turn lane on SRR, and traffic signal modification at SRR intersection. Involved in producing construction plan drawings including Typical Section along SRR, Removal Plan, Signing and Pavement Marking plan, Storm Water Prevention Plan, and Utility Layout using Micro station software. Also, prepared Utility Coordination Management (UCM) table and Cost Estimate using latest TxDOT Bid price. Also performed site visit approximately 0.78 miles along the Fort Bend Parkway and SRR intersection with Project Team members.

Telge at Grant Intersection, Harris County Precinct 3, TX

Staff Engineer – This project is in Harris County which is widened from existing 2-lane road to 3-lane road including left turn lane. Involved in producing construction plan drawings including Roadway Design plan, Traffic Control plan, Signing and Pavement Marking plan, Storm Water Prevention plan, and Removal Plan. Also performed site visit approximately 0.35 miles along the Telge Road and 0.33 miles along the Grant Road.

Grand Oaks Subdivision Development, City of Mont Belvieu, TX

Staff Engineer - Prepared drainage design calculation and drainage plan. Also prepared Aesthetics and Recreation (STAR) rating based on the City of Mont Belvieu Planning and Development standard. The aesthetic criterion created are Geometrics, Landscaping, Hydraulic Facilities, maintenance, Structural Amenities, and Low Impact Development. Also attended City Substantial Walk after the completion of the project with City's people and contractor.

Legends Bay Section 8, Chambers County, TX

Staff Engineer - The Legends Bay Section 8 project is in Chambers County, Texas for approximately 16 acres including 84 single family residential lots. Responsible for creating the construction plan drawing included Drainage plan, Water and Sanitary Sewer Layout. Also performed the drainage calculation.

Trinity Crossing, Liberty County, TX

Staff Engineer - This project is in City of Dayton and ETJ, Liberty County with approximately 1331 lots on approximately 440 AC tract. Involved in preparing Engineering report and was also involved in preparing the Engineer's Opinion of Probable Construction Cost.

Professional Highlights

- *Over 7 Years of Civil Engineering Project Experience*
- *Doctoral dissertation: Private investments in transportation infrastructure public-private partnerships in developing countries – attraction factors and strategies*
- *Former Management Consultant at McKinsey & Company and Intern at Boston Consulting Group (BCG)*

Education

Doctor of Philosophy | Public Administration | University of Georgia | Athens, Georgia | 2022

Master of Science | Applied Economics | Singapore Management University | Singapore | 2016

Bachelor of Engineering | Civil Engineering | Nanyang Technological University | Singapore | 2011

Registrations/Certifications

Resident Engineer (2012-16): Institute of Engineers, Singapore, No. 2202

Background

Aravinda has diverse experience in technical supervision, engineering and management consulting, contract administration, operations management, and project implementation in the United States, Singapore, Qatar, and Sri Lanka, with engagements in dredging, land reclamation, marine and coastal structures, beach nourishment, quality-health-safety-environment management, foundation piling design and construction, electric mobility, transportation infrastructure planning, workforce development and efficiency-gains strategies, and procurement for semiconductor fab construction.

Aravinda U. Karunaratne, Ph.D.

Engineer & Consultant – Operations Management & Implementation

Experience

Telge Road Segment 4 from 1,650 feet North of Louetta Road to Grant Road, Harris County Precinct 3, Texas

Engineer & Consultant – Responsible for supervising operational progress, conducting special technical inspections, recommending engineering implementation, and coordinating technical documentation and communication for the reconstruction and widening of a 1.6-mile section of Telge Road. The project included removal of the existing 2-lane asphalt pavement road and construction of a new 4-lane concrete curb and gutter boulevard section with 12-foot wide lanes and a 32-foot raised median within a proposed 100-foot to 130-foot Right-of-Way (ROW). Workstreams included conducting technical problem-solving, managing approvals of contractor submittals, and inspecting traffic plan implementation.

St. Augustine Section 3 Development, City of Mont Belvieu, Texas

Engineer & Consultant - Responsible for providing technical inspection, operational progress liaison with client and contractor, contractual payment monitoring, and design alteration services for the development of 101 single-family residential units in the City of Mont Belvieu, Chambers County, Texas. Workstreams included inspection of construction operations and design implementation of detention pond, SWPPP structures, lot grading, storm sewer system, sanitary lines, waterlines, drainage, and roadway paving.

Tekong Island Reclamation/Aviation Park Staging Ground Project, Singapore

Resident Engineer - Responsible for site activities of a large-scale coastal and reclamation infrastructure project, valued over USD 2.9 billion, providing technical supervision and operational management services. Assignment involved spearheading technical problem-solving and contractual negotiations for construction and operation of the landside loading site facilities, leading a consulting supervisory team of 22 technical officers over 26 months, coordinating sand imports by monitoring developments at sand sources in other South-East Asian countries. Workstreams included construction supervision, operational management, resource coordination, risk assessment and mitigation, project management and technical oversight, and engineering consulting.

Doha New Port Project, Qatar, and Muthurajawela Sand Mining, Sri Lanka

Project Engineer - Responsible for managing complex marine and infrasturcture engineering projects in Qatar and Sri Lanka, demonstrating leadership, logistical planning, and cross-cultural collaboration skills. Assignments involved leading a team to commission site facilities for the Doha New Port Project in Qatar, and organizing marine operational logistics, and coordinating landside site preparation for sand stockpiling and beach nourishment projects in Sri Lanka. Workstreams included site facility commissioning and preparation, marine operational logistics, multicultural team leadership, project scheduling and resource management, and integration of marine and landside operations.

Multiple Piling and Foundation Engineering Projects, Singapore

Project Engineer - Responsible for overseeing the execution of multiple foundation construction projects. Demonstrated expertise in team leadership, cost optimization, and project delivery management. Played a critical role in ensuring project success through effective schedule planning, technical coordination, and site management. The assignment involved supervising and coordinating with site engineers, geologists, superintendents, and estimators over 20 months to execute nine building projects worth over USD 100 million. Projects include:

- Community Hospital at Yishun Central 2 for the Ministry of Health, Singapore.
- Bukit Panjang Neighborhood 4 Contract 15 at Fajar Road for the Housing & Development Board, Singapore.
- “Hillion" Commercial & Residential Mixed Development at Bukit Panjang for Sim Lian Group.
- "Eco Sanctuary" Residential Development at Chestnut Avenue for SP Setia Group.
- Woodlands Neighborhood 7 Contract 29 at Woodlands Crescent for the Housing & Development Board, Singapore.
- “Vision Exchange" Commercial Development at Jurong East for Sim Lian Group.
- Nursing Homes at Jurong East and Bishan for the Ministry of Health, Singapore.
- "Fulcrum" Development at Fort Road.
- Jurong Island Development for Chevron Oronite Pte Ltd.

Workstreams included schedule management and progress monitoring, manpower planning and resource optimization, technical design coordination, risk management and quality assurance, site operations management.

McKinsey & Company, Denver, Colorado

Associate (Integrative Consulting) - Responsible for spearheading strategic research and analysis to extract actionable insights, designing and implementing impactful solutions through the integration of diverse knowledge areas, and aligning project objectives with client requirements to deliver measurable outcomes. Staffed engagements included a proposal for a multimodal transportation infrastructure hub intended for a Mountain West state government client, developing an efficiency-gains plan for oil and gas refinery turnarounds of a major industry player with refineries in the South, Midwest, and West Coast, formulating a globally implemented in-house apprenticeship program for McKinsey & Company, troubleshooting bottlenecks of semiconductor fab construction procurement process for a client in the Mountain West, digital transformation for a cluster of higher education institutions, and travel, logistics, and infrastructure client development work across North America. Workstreams included implementing tools and methodologies to monitor project cost, schedule, and performance variances, stakeholder engagement and relationship management, quality assurance and compliance monitoring, procurement and sourcing strategies, compliance with construction and technical standards, process reengineering, market analysis and segmentation, proposal development, and client presentations.

Chemical Manufacturing Client, Greater Houston, Texas

Engineer & Consultant - Responsible for optimizing project workflows, ensuring the efficient allocation of resources, overseeing the implementation of engineering designs, and maintaining compliance with safety, quality, and regulatory standards throughout the project's lifecycle. The project involved developing data-driven engineering solutions through stakeholder engagement with civil, environmental, and MEP engineers and contractors to address technical, regulatory, and operational requirements of a production plant, ensuring compliance with industry standards through a comprehensive Quality Management System (QMS), focusing on tripling the production capacity and doubling the output efficiency while securing key quality control certifications, and optimizing supply chains at the Texas, National, and international levels. Workstreams included stakeholder engagement, data-driven engineering solutions, regulatory and quality compliance, budget management, production capacity and efficiency improvement, certification and standards, and supply chain optimization.

AIDEN International, Singapore

Business Development Manager - Responsible for driving international business expansion and fostering strategic partnerships to enhance the company’s presence in the construction industry within less-developed markets. The project involved facilitating technology transfers from Singapore to less-developed countries in the region by diversifying construction products and service offerings and partnering with local agents in expansion countries to establish representative technical offices and coordinate local operations. Workstream included market entry and expansion strategies, cross-regional coordination and resource allocation, stakeholder engagement and relationship management.

Professional Highlights

- *Over 27 Years of Electrical Engineering Project Experience*
- *Extensive lighting and special systems; lightning protection, area classification; existing systems audit and evaluation; construction inspection; commissioning; power generation and distribution systems; power system analysis Experience*

Education

Bachelor of Science | Electrical Engineering | University of Moratuwa | Sri Lanka | 1984

Master of Science | Electrical Engineering University of Texas at Austin | Texas| 1993

Post-graduate studies and research in power systems and power quality

Registrations/Certifications

Professional Engineer: Texas, No. 89420
Professional Engineer: New Mexico, No. 17227
Professional Engineer: Louisiana, No. 0032458
Professional Engineer: Nevada, No. 026716

Professional Affiliations

Member of TSPE, NSPE, IEEE Power Systems, IEEE Industrial Applications, IEEE Power & Energy Societies.

Background

Indunil has over 27 years of experience in Electrical Engineering and project management of industrial, utility, governmental, and commercial facilities

Indunil Netthikumara, P.E.

Electrical Engineer

Experience

Cypress Park Detention Pond Enhancements / Harris County Pct 3, Texas. Flood Control Station Project (2022-2023).

Electrical Engineer – Responsible for Power and control system design, drawings and specifications of the detention pond flood control station.

Goforth Park Detention Pond Enhancements / Harris County Pct 3, Texas Pump Station Project (2022-2023).

Electrical Engineer – Responsible for Power and control system design, drawings and specifications of the detention pond pump station.

West Coast Liquide Hydrogen Plant in North Las Vegas, Nevada. Air Liquide E&C Project (2019-2022).

Electrical Engineer- supervised engineering and design of the plant power distribution system, pre-fabricated power distribution center (PDC) with MV (13.8kV) and LV (480V) switchgears, protection system, grounding, lighting, lightning protection, and application of MV synchronous and induction motors. Reviewed drawings, specifications, procurement, and submittals of PDC, motors, diesel generator, LV motor control centers, transformers, factory acceptance testing. Completed power system analysis, grounding and motor starting studies, hazardous area classification, protection coordination, and relay programming. Supervised and reviewed detail design center activities of Champagne - France and New Delhi -India. Completed startup and commissioning of the MV switchgear and 11,000HP compressor motor.

Longview Hydrogen / Syngas & Air Separation Plant in Longview, Texas Air Liquide CIAM Project (2019-2022).

Electrical Engineer - Supervisedthe plant power distribution and electrical design work of Air Liquide E&C design team in Krakow, Poland and S&B Engineers office in Longview, Texas. Reviewed and approved design, drawings, specifications, and procurement of pre-fabricated power distribution center (PDC), MV (13.8kV) switchgear, large induction motors, LV (480V) motor control centers, transformers, and factory acceptance testing. Completed hazardous area classification, electrical studies, protection device coordination, and relay programming. Completed startup and commissioning of the MV and LV switchgears and 20,000HP compressor motor.

Arc-Flash Study Project-Finisar semiconductor (FAB) Plant, Sherman, Texas (2019).

Electrical Engineer – Completed plant wide system electrical system audit, oneline verification, and SKM system model. Completed load calculation, short circuit study, coordination review, arc-flash study, and installations of labels. The Finisar FAB plant study include HV substation, MV substations and motor control centers, LV substation and motor control centers, central utility building, and power distribution equipment of over 100,000 sf of FAB building.

Design of Walnut Street Wastewater Lift Station Project, City of Pearland, TX

Electrical Engineer – Responsible for Power and control system design, drawings and specifications, submittal review, construction inspection, and commissioning.

2505 Park Avenue, Pearland, Texas 77581
Phone: (281) 412-7008 Fax: (281) 412-4623

Walt Sass, RPLS | Principal

Mr. Sass has been a Principal of Weisser Engineering & Surveying (WES) since 1987 and has 47 Years of Land Surveying experience. He graduated from the State University of New York in 1978 with a degree in Surveying Technology and has been a Surveyor in Texas since 1978. Walt has been a Registered Professional Land Surveyor in the State of Texas since 1986. Mr. Sass oversees all areas of Client Relations, Project Evaluation, Project Management, Safety Compliance, Community Research, organization of Public Hearings, Planning Commission Liaison, Expert Witness Testimony and Technology Advancement.

Walt has overseen numerous capital projects for over 25 major oil & gas industry clients across Texas, Oklahoma, New Mexico, Louisiana, and Arkansas, but confidentially agreements restrict WES from listing specific companies. Specifically, Mr. Sass' pipeline and facility experience began in 1989 with Phillips Petroleum conducting both pipeline and refinery services throughout Texas. Mr. Sass' clientele also includes numerous local municipalities, state and federal entities for Public Infrastructure improvements.

Mr. Sass' expertise includes Boundary & Topographic Surveys, Pipeline Surveys, Facility Surveys, Elevation Surveys, Encroachment Surveys, Easement & Right of Way Surveys, Subsidence Surveys and Land Title Surveys for litigation purposes. In addition, he is skilled at Legal Research and Boundary Conflict Resolution. He regularly provides Expert Witness Testimony on behalf of a number of Utility, Pipeline, and Governmental Clients.

Walt has served as past President of the Texas Society of Professional Surveyors, past President of IRWA Chapter 8, current IRWA Region 2 Surveying Representative, as Past Chairman of the Board for Katy Christian Ministries, as a Board Member for the Fort Bend Surface Water Corporation and the Gulf Coast Leukemia and Lymphoma Society. Walt authored the article, "Organizing Land Information Systems and Historical Relationships" an affordable G.I.S. system, presented at the American Congress on Surveying and Mapping Convention in Reno, Nevada. He has also presented relevant training and information at several other seminars for Professional Land Surveyors and Right of Way Professionals. Walt also serves as a Special Commissioner on condemnation cases for Harris County. In addition, Mr. Sass serves on the Lonestar College Survey Curriculum Advisory Board and is the current Chairman of the Houston Area Galveston Council Area Emission Reduction Credit Organization (AERCO) Board. Mr. Sass was the 2016 IRWA Chapter 8 Professional of the Year and was named the 2019 IRWA Region 2 Professional of the Year.

Experience
45 Years at WES
47 Years of Experience
39 Years Texas RPLS

Education
Surveying Technology Degree, State University of New York, 1978

License
RPLS Registration No. 4410

Awards + Affiliations
Texas Society of Professional Surveyors (TSPS), Member & Past President

2019 International Right of Way Association (IRWA), Region 2 Professional of the Year Award

2016 IRWA, Chapter 8 Professional of the Year Award

Lonestar College Survey Curriculum Advisory Board, Member

Houston Area Galveston Council AERCO Board, Current President

Experience
26+ Years at WES
28+ Years of Experience

Education
Bachelor of Science Degree, Business Administration, Belhaven University, 2018

License
RPLS Registration No. 6880

Awards + Affiliations
Texas Society of Professional Surveyors (TSPS), Member

Lone Star College Surveying & Mapping BASS Division, Adjunct Professor

Summa Cum Laude National Society of Collegiate Scholars, Member

2018 James W. Park Business Administration Award, Belhaven University, Recipient

John Harvill, RPLS | Director of Surveying

John Harvill leads WES's Land Surveying Department and has been a loyal Team Member for over 26 Years. Mr. Harvill originally started his Survey career 27 Years ago in Louisiana and later had the opportunity to move his career to Houston, Texas to join the WES Team. Mr. Harvill began as a Land Survey Field Crew Rodman in 1998 and eventually excelled through every Survey position within the Company.

As the acting Director of Surveying, not only does he manage a substantial volume of Survey Projects for the Company, he also oversees all functions with the Land Surveying Department. In 2018, Mr. Harvill graduated Summa Cum Laude and as a Member of the National Society of Collegiate Scholars from Belhaven University with a 4.0 GPA. Upon Graduation, Mr. Harvill was awarded the James W. Park Business Administration Award for his exceptional leadership and moral integrity.

Mr. Harvill's Survey career started by conducting Construction Layout Surveys and now he manages a variation of different scaled projects including Pipeline & Facility Surveying, Municipality, County and State Projects, Commercial Development, Roadway Expansion, Right of Way Route Selection and Acquisition Surveys, Refinery Design and Layout Surveys, Waterline Surveys, ALTA Standard + Boundary Surveys, Topographic Surveys, Dock Surveys, Aerial Photography Mapping and Horizontal & Vertical Control Surveys. Mr. Harvill has managed many extensive long- and short-range Pipeline and Facility Survey Projects, Pipeline Relocation Surveys, Educational Development Projects for several Public Institutions, Waterline Replacement Surveys, Roadway Widening and Expansion Projects for various oil and gas companies, engineering firms and different governmental authorities.

As the Director of Surveying, John oversees WES's Land Surveying & Platting Project Managers, Field Crew Supervisors, Digital Scanning Technicians and Survey Technicians on a weekly basis.

Along with continued membership to the Texas Society of Professional Surveyors (TSPS), he has completed an extensive list of Survey Seminars through their program. John also assists in hosting regular Study Groups for individuals seeking their SIT & RPLS Certifications.

Mr. Harvill's clientele consists of notable Oil & Gas Industry Leaders, Galveston County, Rail Infrastructure Developers, The City of Houston, The City of Tomball, Montgomery County, Harris County Flood Control District, Fort Bend County Engineering, Harris County Engineering Department, multiple private engineering firms, Fort Bend Toll Road Authority, West Harris County Regional Water Authority, and Houston Community College System.

GEOTEST
ENGINEERING, INC.

Mohan Ballagere, P.E.

Vice President

EDUCATION

M.S. 1992 Civil Engineering, S. Dakota School of Mines & Technology, Rapid City, S. Dakota

B.S. 1984 Civil Engineering, University of Mysore, India

PROFESSIONAL REGISTRATION

Texas 2000 Civil Engineering License Number 87622

RELEVANT PROJECT EXPERIENCE

Mohan has over 32 years of experience in the civil and geotechnical field as project manager and project engineer on various projects involving areas of expertise in bridge foundations, settlement analyses, pavement design, shallow and deep foundations, open cut excavation, excavation stability and ground water control, site reconnaissance, fault studies, and ground stabilization. His role/responsibility is Geotechnical Engineering and ESA. Mohan has considerable experience in performing geotechnical services for numerous wastewater, water, and flood control projects. Has performed geotechnical investigations including drilling coordination, laboratory QA/QC, and engineering analyses for numerous projects of SJRA, HCFCD, regional water authorities, and the City of Houston as well as other counties, cities, and agencies. He oversees field investigation and laboratory testing, project coordination, performing engineering analysis and developing geotechnical recommendations for trench safety, pipe bedding and backfill, foundation type and depth, bearing capacity, settlement, slope stability, seepage analysis, retaining walls, groundwater control, drilled piers and pile design, structural fill, construction considerations, project cost control and overseeing staff engineers.

- CDBG – North Richmond Water Main Replacement (WA2102); Richmond, Texas
- 2017 CDBG 10th Street Roadway and Drainage Improvements, city of Katy, Waller County, Texas
- GLO CDBG-MIT Hollywood and Falco Service Area Improvements, Galveston, Texas
- HMPG Drainage Mitigation Project; Section C-3; City of Pasadena, Texas; Pasadena, Texas
- Settlers Park, Greenfield West and Mesquite North Drainage Improvements
- Covington Woods Drainage Improvements - Ivymount Drive; CIP No. DR1601
- Sugar Creek Drainage Improvements - Longview Drive
- Old Richmond Road from 400 ‘ North of Voss Road to Boss Gaston Road, Fort Bend County, Texas
- Improvement of West Bellfort Avenue at SH 6, Fort Bend County, Texas
- SH99 Northbound Frontage Road from Cinco Ranch Boulevard to Bay Hill Boulevard, 2020 Mobility Bond Project No. 20303A, Fort Bend County
- Reconstruction of Glenn Lakes Lane Bridge over Oyster Creek Tributary East of Highland Lakes Drive; City of Missouri City
- University Boulevard from US90A to Stadium Drive
- Beechnut Street Reconstruction from Netco Pipeline Crossing to FM 1464 ; Houston, Texas
- Hazard Mitigation Grant Program (HMGP) Drainage Mitigation Project A-6
- PY2021 CDBG Sheldon Woods Water Line Improvements; Houston, Texas
- Disaster Mitigation for Wastewater Facilities induced by Hurricane Harvey - Package 1; Kingwood Area; WBS No. R-000-0037
- City of Pasadena FEMA HMGP PW Project B-2; City of Pasadena, Texas

GEOTEST
ENGINEERING, INC.

Naresh Kolli, P.E.

Project Manager

EDUCATION

M.S. 2005 Civil Engineering (Geotechnical), McNeese State University, Lake Charles, Louisiana

B.S. 2002 Civil Engineering, Kakatiya University, India

PROFESSIONAL REGISTRATION

Texas 2012 Civil Engineering, PE No. 110928

Louisiana 2011 Civil Engineering, PE No. 36330

RELEVANT PROJECT EXPERIENCE:

Naresh is a Project Manager at Geotest Engineering, Inc. He has 19 years of experience in the civil, geotechnical, and environmental field and has worked on various projects involving drainage and streets, commercial buildings, schools, government projects, large and small water line installation, water treatment plants, ground storage tanks, pump stations, lift stations, and intake structures., Phase I & II Environmental Site Assessments, site reconnaissance and geological and rock profile studies. His responsibilities include coordination of drilling and sampling of soil borings and supervision of laboratory testing, performing engineering analyses and preparation of geotechnical as well as Phase I and II Environmental Site Assessment reports. Naresh has more than 12 years of experience in the proposed role.

Relevant projects examples include:

- CDBG – North Richmond Water Main Replacement (WA2102); Richmond, Texas
- 2017 CDBG 10th Street Roadway and Drainage Improvements, city of Katy, Waller County, Texas
- GLO CDBG-MIT Hollywood and Falco Service Area Improvements, Galveston, Texas
- HMPG Drainage Mitigation Project; Section C-3; City of Pasadena, Texas; Pasadena, Texas
- Settlers Park, Greenfield West and Mesquite North Drainage Improvements
- Covington Woods Drainage Improvements - Ivymount Drive; CIP No. DR1601
- Sugar Creek Drainage Improvements - Longview Drive
- Old Richmond Road from 400 ‘ North of Voss Road to Boss Gaston Road, Fort Bend County, Texas
- Improvement of West Bellfort Avenue at SH 6, Fort Bend County, Texas
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- Reconstruction of Glenn Lakes Lane Bridge over Oyster Creek Tributary East of Highland Lakes Drive; City of Missouri City
- University Boulevard from US90A to Stadium Drive
- Beechnut Street Reconstruction from Netco Pipeline Crossing to FM 1464 ; Houston, Texas
- Hazard Mitigation Grant Program (HMGP) Drainage Mitigation Project A-6
- PY2021 CDBG Sheldon Woods Water Line Improvements; Houston, Texas
- Disaster Mitigation for Wastewater Facilities induced by Hurricane Harvey - Package 1; Kingwood Area; WBS No. R-000-0037
- City of Pasadena FEMA HMGP PW Project B-2; City of Pasadena, Texas

Jon C. Lohse, Ph. D.

Environmental Planning Group Manager (Natural/Cultural Resources)

Professional Experience

Dr. Lohse is the Group Manager for Environmental Planning in Terracon's Houston office. Dr. Lohse has 25 years of experience working as a professional archeologist in Texas. Over this time, he has overseen projects ranging from simple desktop assessments to complex data recoveries. He has practical experience in designing innovative strategies for helping clients to meet their compliance obligations under both state and federal regulations, and has worked with local municipalities, different departments within the City of Houston and Harris County, state agencies, private developers, and private land owners. Dr. Lohse previously served as President of the Council of Texas Archeologists, the statewide organization for professional archeological consultants.

Project Experience

Big Rooter Solar Facility - Robertson County, Texas

Senior Review for an intensive cultural resources pedestrian survey over approximately 5,000 acres of land in Robertson County, Texas in support of a new solar farm and energy substation. Since the client was considering seeking federal funding from the Department of Energy (DOE), the project was subject to review under Section 106 of the National Historic Preservation Act of 1966. Following coordination with the Texas Historical Commission (THC), Terracon commenced field efforts comprising a pedestrian survey and judgmental shovel testing in areas that had never been subject to an archeological investigation. A total of 456 shovel tests were excavated across the site, resulting in the documentation of two newly recorded archeological sites and three isolated finds.

Mechanical Trenching Cultural Resources Survey: Midtown Development — Brazos County, Texas

Project Manager and Principal Investigator for the mechanical prospection (backhoe trenching) of four trenches within a 7.8-acre project area. Trenches were excavated to native sediments, and were carefully inspected for archeological deposits, features, or other material remains. Two fragments of whiteware pottery were observed beneath the natural ground surface in one trench. Neither retained a maker's mark or other diagnostic elements. No other artifacts or cultural features were observed during this work.

Data Recovery at Texas State University Project, 41HY160, Spring Lake, Texas

Dr. Lohse was PI for data recovery excavations for a ticket kiosk facility near Spring Lake in San Marcos. Additional efforts included the recovery of prehistoric human remains. All work was reported in a volume presenting multi-disciplinary findings. This part of 41HY160 is best known for its Calf

Education

Ph.D. in Anthropology, The University of Texas at Austin, May 2001

M.A. in Anthropology, The University of Texas at Austin, May 1993

B.A. in Anthropology and Religion, Trinity University, May 1990

Affiliations

Affiliated Researcher, Department of Anthropology, Rice University (September 2014 to present)

President, Board of Directors, Gault School for Archaeological Research (December 2009 to present)

Work History

Terracon Consultants, Group Manager, Cultural Resources, 2018-present

Coastal Environments, Inc. (Regional Division Director) and Moore Archeological Consulting Vice President), 2013 – 2018

Center for Archaeological Studies, Director, Texas State University, May 2009 to August 2013

Center for Archaeological Studies, Director of Contracts and Research, Texas State University-San Marcos, 2008 to May 2009

Department of Anthropology, Visiting Assistant Professor, University of New Mexico, 2006-2007

Creek component, and the project focused on defining this component in terms of lithic technologies and cultural strategies, geoarcheological context, environmental setting and reconstruction, and absolute dating. This project provided much of the basis for ongoing direct bone dating efforts that have systematically evaluated Calf Creek-associated bison remains at many Southern Plains sites where such are reported. One key finding of this work, which includes a careful evaluation of other available Calf Creek dates, is the current hypothesis that the Calf Creek Horizon covered only a comparatively brief period of time, ~200-250 years, that can be closely correlated with rapid bison appearance across south-central North American plains.

Work History (Continued)

Center for Archaeological Studies, Grant Director, Texas State University, San Marcos, 2005-2006

Coastal Environments, Inc., Project Archaeologist, Corpus Christi, 2004-2005

Texas Archeological Research Laboratory, Research Fellow, University of Texas at Austin, 2003-2005

City of Brenham GLO CDBG-MIT Drainage Improvements

Authorized Project Reviewer for the environmental services performed for the GLO CDBG-MIT Drainage projects in City of Brenham. Project included approximately 7,100 linear feet of flood drainage improvements. Services included a Waters of the US Jurisdictional Assessment, and Threatened & Endangers Species Habitat Assessment, and Migratory Bird Treaty Act assessment.

Lafferty Road Drainage Improvements – Pasadena, Texas

Team Member for environmental study services for the installation of approximately 430 feet of new storm sewer pipe to improve the existing roadside ditch drainage on Lafferty Road. The existing roadside ditch, approximately 450 feet, was re-graded and re-shaped. Funding for the project is anticipated through the Community Development Block Grant program, requiring compliance with National Environmental Policy Act (NEPA) regulations in accordance with Title 24, Part 58 of the Code of Federal Regulations, addressing environmental review procedures for entities assuming HUD environmental responsibilities. Terracon compiled and reviewed available published documentation and performed/documented a preliminary assessment of environmental and socio-economic conditions in general accordance with 24 CFR §58. As required in §58.36, existing conditions and trends, proposed project parameters, potential beneficial and adverse environmental impacts, further compliance requirements, avoidance and minimization practices, and reasonable alternatives were addressed.

Thomas Avenue Street Paving and Drainage EA – City of Pasadena, Texas

Authorized Project Reviewer for environmental consulting services for a project to replace the existing concrete street along Thomas Street from Bearle St. to Alastair Ave with 8-inch thick reinforced concrete pavement for approximately 1,700 ft in Pasadena, Texas. The project includes extending storm curb inlets to alleviate area flooding and replacing existing sidewalks on both sides with new 5-foot wide ADA concrete sidewalks and driveways. The existing utility manholes located in the pavement were planned to be adjusted to grade during pavement construction with any necessary repair work to sanitary sewer system. The water and sewer were also to be adjusted where appropriate. Approximately 1,485 residents were served by the project, and The City planned to use CDBG funds for material and labor costs associated with construction. To comply with 24 CFR 58, Terracon completed an Environmental Assessment (EA) and included the Floodplain Management Worksheet under 24 CFR 55. The EA was prepared using 24 CFR 58 checklists and applicable HUD environmental review partner worksheets. Terracon included backup documentation to support the checklists. The EA was completed in accordance with HUD and NEPA guidelines and procedures. The scope also included addressing comments offered by the Harris County Flood Control District and General Land Office and updating the EA accordingly.

Little Cypress Creek Channel Improvements (L100-00-00) – Harris County, Texas

Project Manager for improvements to Little Cypress Creek. The project scope included Waters of the US delineation and permitting, Threatened and Endangered Species Habitat Assessment, Level II Stream Assessment, Natural Stable Channel Design, and Mitigation Support. This Harris County Flood Control project was under contract with GC Engineering, Inc.

Catherine L. Jalbert, Ph.D, RPA

Archaeology Group Manager / Principal Investigator

Professional Experience

Dr. Jalbert is a Principal Investigator and Archeology Group Manager for Terracon's Houston, Texas office. Dr. Jalbert has over 18 years of experience in Cultural Resource Management and has worked on investigations of all types and phases in a variety of locations, with her most recent roles focusing on regulatory work in Texas. At Terracon, Dr. Jalbert supports clients from municipal, commercial, and energy sectors.

Dr. Jalbert is experienced in field and laboratory methods, archival research, technical reports, managing field logistics, and large crews (up to 15), and has played a key role in public engagement and outreach efforts. She has professional experience with historic, urban, and pre-contact sites, and is proficient in historic and precontact artifact identification and analysis.

Professional Experience

Cultural Resource Investigation for Proposed Horsepen Bayou Conveyance Improvements – Houston, Texas
Served as Project Archaeologist and conducted cultural resources assessment, including shovel testing, along a six-mile reach of Horsepen Bayou and within a 73-acre tract for the development of a retention pond for Harris County Flood Control District. One previously known NRHP-eligible historic site was revisited. (TAC #8974)

Cultural Resource Investigation for Proposed AMTEX Green Oaks Apartment – Houston, Texas
Served as Project Archaeologist and conducted cultural resources assessment, including shovel testing, and final report writing. This project assisted the client, AMTEX Multi-Housing, LLC., with regulatory compliance triggered through Section 106 of the NHPA.

Cultural Resources Investigation for the Proposed Peek Road Emergency Bridge Replacement – Katy, Texas
Mechanical trenching survey of a 9-acre project area along the banks of Buffalo Bayou at the Peek Road Bridge, Katy. Conducted fieldwork, including mapping, and final report writing. (TAC Permit #8904)

City of Dallas West Dallas Gateway Environmental Planning – Dallas, Texas
Subject Matter Expert for cultural resources services for the construction and redevelopment of a road and bridge on approximately 13 acres of land. Scope includes a cultural resources desktop review, a cultural resources survey that included shovel testing and reporting/curation, and an NCTCOG Regional Tollway Revenue Environmental Review

Education
Ph.D (Distinction), Archaeology, Memorial University, 2019

Master of Arts, Archaeology, Memorial University, 2011

Bachelor of Arts, Anthropology, Franklin Pierce College, 2006

Registrations/Certifications
Registered Professional Archaeologist (#38194702)

Section 106 NHPA Basics, Advisory Council on Historic Preservation

Affiliations
Society for American Archaeology

Society for Historical Archaeology

Texas Archaeological Society

Council of Texas Archaeologists

Houston Archaeological Society

Work History
Terracon Consultants, Inc., Houston, July 2022 – Present

Historical Sites Division, Archaeologist III, 2019 – 2022

Terracon Consultants, Inc., Houston, Archaeologist, 2019

Moore Archaeological Consulting, Project Manager/Project Investigator, 2015 – 2019

The Fortress of Louisbourg National Historic Site of Canada, Project Archaeologist, 2010 – 2011

SSHRC-CURA Project Memorial University, Crew Chief, 2009

Christopher Goodwin and Associates, Archaeologist, 2007

Cultural Resource Investigation for Proposed Horsepen Bayou Conveyance Improvements – Houston, Texas
Served as Project Archaeologist and conducted cultural resources assessment, including shovel testing, along a six-mile reach of Horsepen Bayou and within a 73-acre tract for the development of a retention pond for Harris County Flood Control District. One previously known NRHP-eligible historic site was revisited. (TAC #8974)

Cultural Resources Investigation for the Proposed Peek Road Emergency Bridge Replacement – Katy, Texas
Mechanical trenching survey of a 9-acre project area along the banks of Buffalo Bayou at the Peek Road Bridge, Katy. Conducted fieldwork, including mapping, and final report writing. (TAC Permit #8904)

Killeen Economic Development - Kileen, Texas
Project Manager for the cultural resources desktop assessment performed for the Killeen Economic Development. The purpose of Terracon's review was to research known cultural resources on and/or near the property and assess the archeological potential of the project. It was Terracon's understanding that the proposed project involved the purchase of privately held land. At that time, there was no known federal nexus for oversight that would trigger compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966 and coordination with the Texas Historical Commission (THC) which serves as the State Historic Preservation Office (SHPO). Additionally, Terracon understood that no lands and/or easements controlled by the State of Texas or its political subdivisions were identified within the proposed development; therefore, compliance with the Antiquities Code of Texas (ACT; Natural Resources Code Chapter 191) and associated rules (Texas Administrative Code, Title 13, Chapter 26) did not apply.

Proposed VA Facility - Round Rock, Texas
Principle Investigator for the intensive pedestrian survey in advance of the proposed Veterans Administration Facility in the City of Round Rock, Texas. An archeological survey was conducted across the approximately 10-acre project area. Survey of the APE consisted of systematic pedestrian coverage, including shovel testing.The proposed project area was investigated in compliance with minimum survey standards set forth by the Council of Texas Archaeologists (CTA) and adopted by the Texas Historical Commission (THC). In total, twenty shovel tests were excavated. No archeological sites or historical-age structures were identified within the APE. Therefore, Terracon recommended a finding of no historic properties present.

Selected Published Articles/Presentations

Heath-Stout, Laura E., and Catherine L. Jalbert. **2022**. "Funding in the "Field": An Analysis of Demographics and Methods in National Science Foundation Archaeology Grants (1955-2020). Journal of Field Archaeology 48(4):1-11, doi 10.1080/00934690.2022.2154999

Jalbert, Catherine, and Laura E. Heath-Stout. **2021** "The Bulletin of the Texas Archaeological Society: An Analysis of Authorship, 1929–2019." Bulletin of the Texas Archaeological Society.

Overholtzer, Lisa and Catherine L. Jalbert. **2021** "A 'Leaky' Pipeline and Chilly Climate in Archaeology in Canada." American Antiquity 86(2): 261-282, doi:10.1017/aaq.2020.107

"Reviving collections "at rest": Examining Recent Efforts to Promote Collections Research at the Center for Archeological Research, Texas Historical Commission", presented at the Society for American Archaeology annual meeting, Portland **2023**.

"Outside the Mission Walls: Investigations of the St. John's Seminary Campus and Mission Concepcion (41BX12)", presented at the Texas Archaeological Society annual meeting, San Marcos **2023**.

Cultural Resource Investigation for Proposed Horsepen Bayou Conveyance Improvements – Houston, Texas
Served as Project Archaeologist and conducted cultural resources assessment, including shovel testing, along a six-mile reach of Horsepen Bayou and within a 73-acre tract for the development of a retention pond for Harris County Flood Control District. One previously known NRHP-eligible historic site was revisited.

Cultural Resources Investigation for the Proposed Peek Road Emergency Bridge Replacement – Katy, Texas
Mechanical trenching survey of a 9-acre project area along the banks of Buffalo Bayou at the Peek Road Bridge, Katy. Conducted fieldwork, including mapping, and final report writing.

KEY PERSONNEL RESUME

Name: George W. Meeks

Education: BS, Landscape Contracting
Mississippi State University

Certifications:

- Certified Grounds Manager
  Professional Grounds Management Society
- Certified Playground Safety
- Certified Trees and Shrubs Maintenance
- Certified Pesticide Applicator
- Certified Landfill Operator
- Custodial Management System (Campus)

Proposed Assignment: Owner/President
Deputy Project Manager

Current Position: Owner/President – LandPRO, 2001-Present

Current Significant Responsibilities or Projects:

Mr. Meeks' current responsibilities are both as a prime and subcontractor for projects of varying size and scope. These responsibilities include:

- Staffing – recruitment, retention, performance evaluations, wages
- Estimating labor, materials, supplies and time to completion (including factor for uncontrollable events)
- Site and soil inspection/analysis
- Landscape design
- Analyzing requirements and developing efficient work processes
- Work planning and tracking
- Researching and selecting chemicals (fertilizer, pesticides, and herbicides) meeting criterion for efficacy, IPM and environmental standards
- Bid preparation
- Project management and supervision
- Safety plans, programs and compliance
- Worker's Compensation and general liability insurance
- Quality management
- Accounts receivable and accounts payable
- Labor relations
- Labor law compliance

- Payroll and payroll taxes
- Marketing
- Customer relations and problem resolution
- Purchasing, including obtaining competitive bids, reference checks, purchase orders, deliveries and quality inspection(s)
- Using management/performance tracking systems
- Report preparation
- Real-time, actual work performance for all tasks in SOW; RFP NNJO6162799R
- Please refer also to Past Performance

Previous Positions:

2001-Present Owner LandPRO, a professional landscape and design company

1997-2003 ARAMARK ServiceMaster, Operations General Manager, Houston Independent School District (HISD). Served as the corporate representative for ARAMARK and client HISD. Responsible for overall management of the HISD grounds maintenance program. Coordinated all activities related to program operation, including staffing, equipment, and materials/supplies. Implemented safe work practices program and selected/trained staff in the use of personal protective equipment. Monitored work performance for safety and quality assurance. Assured compliance with federal and state regulations. Prepared cost estimates and budgets ($3M-$5M annually). Recruited, selected and managed staff. Using process improvement techniques, Mr. Meeks was able to reduce staff from 218 FTE to 134 FTE and at the same time improve quality and services. ***Staffing and other cost reductions resulting in a reduction in maintenance costs for HISD by $2,450,000 annually.***

Immediate Supervisor: William Bedrossian 1-800-333-6678 X2349
ARAMARK
2300 Warrenville Road
Downers Grove, IL 60615

Received national and company recognition as an ARAMARK manager

Awards:

Grass Root Award	1994 and 1995
Ground Cover Award	1994
Merit Award Nominee	1994
Honor Award	1999
Marion E Wade Award of Excellence	1995 (team member)

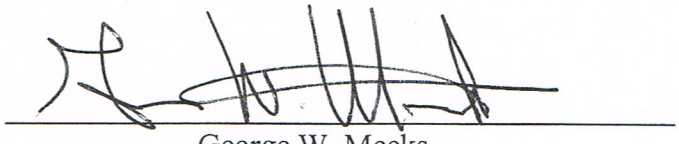
Professional Societies
Professional Grounds Management Society
Houston Minority Business Council

Significant Achievements

- Reduced maintenance costs for HISD by $2,450,000 annually
- Developed process improvements/process improvement committee soliciting employees' input for work process improvements
- Integrated all aspects of HISD's grounds (playground, stadium, fields and general landscaping) into seamless and efficient system
- Developed job training programs
- Instituted career path program for employees

Value to JSC: Mr. Meeks has the experience, education and leadership to successfully manage the JSC GMS. His attention to detail coupled with capabilities for process/work improvement will yield a high value product for JSC.

Commitment: Signature below evidences commitment to the GMS

Signed: 

George W. Meeks

Evan Rashid, PE

Lead Mechanical Consultant, Building Systems

10 Years of experience

Professional qualifications

Professional Engineer

State of: TX, IA, GA, MN

Education

Bachelor of Science

Mechanical Engineering Montana State University, Bozeman, MT

Areas of practice

Data Centers

Central utility Plants

University Campus

Educational Facilities

Commercial Retails and Enterprise Buildings

Arena and Sports

Hospitality and Multifamily

Government and Military Buildings

Languages

English

Bengali

Arabic

CAREER SUMMARY

Evan Rashid is an experienced Professional Engineer with 10 years of experience designing state of the art commercial and industrial buildings. Evan has expertise in designing airside, chilled water and evaporative cooling systems ranging anywhere from a large campus to small commercial retail space.

Evan's largest deployment was designing the Central Utility Plant for a confidential client which contained quantity 7 of 2400 Ton water cooled chillers with large scale cooling towers. Additionally Evan has worked on Boiler Re-Heat systems, Steam Generators, Ventilation strategy for clients like Mayo Clinic and Constellation Energy.

Evan is also vastly experienced in commercial buildings including Data Centers, Enterprise Retails and Restaurants, Sports and Amusement establishments, Hospitality and Multifamily projects. As an Engineer of Record for the State, Evan has been responsible for calculations, design, selection and deployment of Heating, Ventilation and Air Conditioning (HVAC) topology and plumbing systems based on comfort or process needs. Evan is also responsible for ensuring public safety and occupational code of conduct is met for HVAC systems for the projects he is in charge of.

Evan is experienced in consulting with architects, owners and developers to select the proper HVAC systems. Evan also is fully proficient in following through the construction process to ensure smooth deployment of mechanical and plumbing systems.

Selected PROFESSIONAL EXPERIENCE

*Cleanrooms**

— Texas Instruments Richardson Fab, Richardson, TX

— TT Electronics, Plano, TX

*Data Centers**

— Microsoft Data Centers, Multiple Locations in the USA

— Meta Data Centers, Multiple locations in the USA

— Edged Energy, Multiple Locations worldwide

— Constellation Energy, Confidential Locations

*Campus Utility Plants**

— Mayo Clinic Prospect Plant, Rochester, MN

— University of Southern Alabama Central Emergy Plant 2, Mobile, AL

— University of Georgia, District Energy Plant, Athens, GA

— College of Mainland Campus Renovation, Galveston, TX

*Science, Technology and Government Facilities**

— United State Embassy, Worldwide multiple locations

— Raytheon Technology, Richardson, TX

**Indicates experience prior to joining the firm*

— City of Columbia Truck Wash Facility, Columbia, MO

*Retail and Commercial Projects**

— Greyhound Arena, Galveston, TX
— Burger King, multiple locations nationwide
— Urban Air Trampoline Park, Multiple locations
— World Gym, Galveston, TX
— Gold's Gym, Multiple locations

*Multifamily and Hospitality Projects**

— Aura at the Realm, The Colony, TX
— Fountain Palace, Dallas, TX
— Home 2 Suits, Multiple locations
— Oak Lawn Mixed Use Facility, Dallas, TX

Andrew Archundia

Projects/Experience

Data Center Cooling System

Senior Design Project
Fall 2024/Spring 2025

- Designed a new cooling system to improve performance usage effectiveness (PUE < 2) and sustainability.
- Proposed a high-efficiency HVAC system (SEER > 16) paired with direct liquid cooling (DLC).
- Analyzed performance via Computational Fluid Dynamics (CFD) and 3D modeling of servers + DLC.
- Authored a comprehensive report covering: Gantt chart, customer requirements, quality function deployment, competitor analysis, trade-offs, concept evaluation, device decomposition, cost breakdown, test results, safety/failure mode analysis, and team health metrics.

Machine Design Projects

Load Analysis & Optimization
Fall 2024

- Optimized factor of safety for a hydroelectric generator by adjusting shaft diameter/material (modeled in SolidWorks).
- Improved jib crane design through beam selection and material optimization.

Mechanical Engineering Internship at Finkl Steel

Summer 2024

- Researched forging operations to draft the first standard operating procedures manual.
- Inventoried heavy equipment/assets to update facility floor plans.

Colorado State University SAE Formula Car Team

Powertrain/Engine Team Lead
Spring/Fall 2022

- Designed oil/lubrication systems.
- Evaluated stock parts for design improvement.
- Fabricated car frame using welding skills.

Education

Colorado State University

B.S. Mechanical Engineering | August 2021 – May 2025
Fort Collins, CO
Relevant coursework: Propulsion (turbomachinery), Machine Design, Thermodynamics, Fluid Dynamics, Heat Transfer, Materials Science, Mechatronics, Dynamics of Machines, Solid Mechanics, Engineering Design, Numerical Methods, Physics I-II, Control Systems, Finite Element Analysis, Manufacturing, Intro to Electronics, Calculus I-III, Differential Equations, General Chemistry, Organic Chemistry.

Elmhurst University

B.S. Biology | August 2017 – May 2021
Elmhurst, IL

Skills

- Technical: SolidWorks, Revit, Abaqus, ANSYS, GD&T, MATLAB, Excel, CNC machining, machine shop experience.
- Soft Skills: Attention to detail, communication, leadership, proactive problem-solving, bilingual (Spanish/English).
- Certifications: HAAS Certified, SolidWorks Certified.

Extracurriculars

- Member, American Society of Mechanical Engineers (ASME).
- Member, Society of Hispanic Professional Engineers (SHPE).
- CSU Formula SAE Powertrain Team (2022).

Appendix 2 – Required Forms

COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent
Office (281) 341-8640

Legal Company Name (top line of W9)	GC Engineering,Inc.		
Business Name (if different from legal name)			
Type of Business	☑ Corporation/LLC ☐ Partnership ☐ Sole Proprietor/Individual ☐ Tax Exempt		Age in Business? 21
Federal ID # or S.S. #	73-1702207	SAM.gov Unique Entity ID #	XHNJJXC354P7
SAM.gov CAGE / NCAGE	460P4		
Publicly Traded Business	X No ___ Yes Ticker Symbol _____		
Remittance Address	2505 Park Avenue, Ste.A		
City/State/Zip	Pearland, TX 77581		
Physical Address	2505 Park Avenue, Ste.A		
City/State/Zip	Pearland, TX 77581		
Phone Number	281-412-7008		
E-mail	mrodrigo@gc-engineering.com		
Contact Person	Mahendra Rodrigo, P.E		

Check all that apply to the company listed above and provide certification number.			Cert Date	Exp Date
DBE-Disadvantaged Business Enterprise ☐	**Certification #**			
SBE-Small Business Enterprise ☑	**Certification #**	3327	04/19/23	05/05/26
HUB-Texas Historically Underutilized Business ☑	**Certification #**	1731702207100	04/30/24	01/31/27
WBE-Women's Business Enterprise ☑	**Certification #**	24-4-10203	04/25/24	01/31/27

Company's gross annual receipts			
<$500,000 ____	$500,000-$4,999,999 X		
$5,000,000-$16,999,999 ___	$17,000,000-$22,399,999 ____	>$22,400,000 ____	

NAICs codes (Please enter all that apply)	541330, 541340,541620, 236220
Signature of Authorized Representative	
Printed Name	Mahendra Rodrigo, P.E.
Title	Principal
Date	03/26/2025

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GC Engineering,Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2505 Park Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Pearland Texas 77581

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

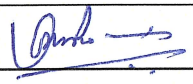
Employer identification number
7 3 - 1 7 0 2 2 0 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶**  **Date ▶** 03/25/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: RFQ # 25-039

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

_____

_____

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
_____	_____
_____	_____
_____	_____
_____	_____

** This is the property account identification number assigned by the Fort Bend County Appraisal District.*

*** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Mandatory Form

Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

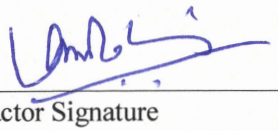
1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

GC Engineering,Inc.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.



Contractor Signature

03/25/2025

Date

A. Mahendra Rodrigo

Printed Name

Principal

Title

Appendix 3 – Exhibits

Exhibit A

EXHIBIT A

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

GC Engineering,Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of Fort Bend County.

A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of GC Engineering,Inc., we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Principal
Title

03/25/2025
Date

Exhibit B

EXHIBIT B

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

Exhibit C

EXHIBIT C

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

Exhibit D

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND OTHER RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

GC Engineering,Inc.

NAME OF CONTRACTOR

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contact under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Contractor

03/28/2025

Date

Exhibit E

EXHIBIT E

APPENDIX 3

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 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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is 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 for 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.

Executed this 2nd date of April, 2025.

By _____
(signature)

A. Mahendra Rodrigo
(typed or printed name)

Principal
(title, if any)

Covered Action: _____
(type and identity of program, project or activity)

Exhibit F

EXHIBIT F

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The GC Engineering,Inc. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) A. Mahendra Rodrigo

(Address) 2505 Park Avenue

Pearland TX 77581

City State Zip

Telephone Number (346) 773 - 4401 Voice

( ) _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

Exhibit G

EXHIBIT G

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit the "Intent to Comply with Section 3" form with the bid packet. Failure to do so shall result in the bid being incomplete.

- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3

- The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.

- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring

- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.

- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees and any other qualitative efforts to comply with Section 3. (Requirement applies to both contractors and sub-contractors.)

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

CDBG Grant # _____

Grantee Name _____

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

(To be provided with procurement documents and returned with all submitted bids)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
   a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
   b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business Registry here: https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

   Yes ☒ No ☐

   If yes, please estimate the number of hours to be completed on the project by all workers:

   _____

2. Is your business a Section 3 Business? Yes ☒ No ☐

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?

   Yes ☒ No ☐

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

   Yes ☒ No ☐

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

   Yes ☒ No ☐

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (Community) _____ on Section 3 efforts and accomplishments.

George Meeks LandPRO, Inc.

Name of Contractor/Subcontractor

10655 Bammel North Houston, Suite 100, Houston, TX. 77086

Address

George Meeks

Printed Name

President

Title

Signature

03/31/2025

Date

CERTIFICATION OF BIDDER
REGARDING SECTION 3
AND SEGREGATED FACILITIES

Note to Grant Administrators: Must be contained in all construction contracts, including subcontracts.

Name of Proposed Contractor	Project Name & Number

The undersigned hereby certifies that:

a. Section 3 provisions are included in the Contract.

b. An "Intent to Comply with Section 3" was certified and submitted as part of the bid proceedings

c. No segregated facilities will be maintained.

Signer Name _____

Title _____

SIGNATURE	DATE

CONTRACTOR PERMANENT WORKFORCE FORM

This form is used to determine the Section 3 Workers already employed by the bidding contractor.
Section 3 Worker Certification is needed for all employees working on site.

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median	
		YES	NO		YES	NO
George Meeks	President					
Richard Stafford	Estimator	X			x	
Raul Green	Manager				x	
Diana Martinez	Superintendent				x	
Carlos Ochoa	Labor				x	
Kyle York	Labor				x	
Eduardo Avila	Labor	X			x	
Carlos Gonzalez					x	
Ismael Guerrero					x	
Joel Hernandez					x	
Toribio Hernandez					x	
Jose Ipina					x	
Heriberto Lopez					x	
Jorge Macario		X			x	
Aaron Martinez		X			x	
David Martinez						
Ismael Quistian						
Miguel Ruiz						
Jorge Tovar						

I certify the above employees are permanent employees of George Meeks LandPRO, Inc.. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to the city/county for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Signature

4/01/2025
Date Signed

Printed Name George Meeks Title President

Company Name George Meeks LandPRO, Inc.

SECTION 3 WORKER CERTIFICATION

A Section 3 Worker seeking the preference in training and employment shall certify eligibility (as defined in Section 75.5) by residency and household income. Please certify below and submit documentation, if available and applicable, to the recipient contractor or subcontractor.

I (Name) _____ , am a legal resident of (Community) _____

My permanent address is: _____

Household Income Guidelines:
Place a check mark beside the number of people in your (the worker's) household.

Place Check	Household/ Family Size	Income Limit
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

☐ My income for the previous year was below the amount next to the household/family size I checked on the table above.

☐ I am employed by a Section 3 business concern.

☐ I am a Youthbuild participant.

☐ I live within 1 mile of the project site for this federally funded project OR I have been informed I live within an allowed project service area.

☐ None of the above apply to me.

I affirm that the information contained in this report, including the above statements, are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

_____ _____

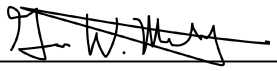
Worker's Signature Date Signed

Section 3 Business Concern Certification Form

To Self-certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

Section 3 Business Category	Required Documentation	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Self-Certification form for all low- and very low-income owners	☐
Over 75 percent of the labor hours performed for the business are performed by low- or very low- income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	☒
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Worker Self Certification form for all public housing and/or Section 8 owners	☐

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.



Signature

4/01/2025
Date Signed

Printed Name George Meeks

Title President

Company Name George Meeks LandPRO, Inc.

Address 10655 Bammel North Houston, Suite 100, Houston, TX. 77086

Telephone 281-591-7372

SECTION 3 BUSINESS OWNER CERTIFICATION

A business owner seeking Section 3 Business Certification shall certify and submit this form in conjunction with the Section 3 Business Concern Self-Certification form.

Owner Name George Meeks

Percent Ownership of Business: 100

Household Income Guidelines:
Place a check mark beside the number of people in your (the owner's) household.

Place Check	Household/ Family Size	Income Limit
☐	1	
☒	2	
☐	3	
☐	4	
☐	5	
☐	6	
☐	7	
☐	8	

Income limits can be found at https://www.huduser.gov/portal/datasets/il.html

☐ My income for the previous year was below the amount next to the household/family size I checked on the table above.

☐ I currently reside in public housing or Section 8 assisted housing.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

Signature

Date Signed

Section 3 Compliance
Targeted Section 3 And Section 3 Worker Tracking Form

Section 3 established benchmark goals for:

(a) 25% of total labor hours worked by Section 3 workers, and

(b) 5% of total labor hours worked by Targeted Section 3 workers.

Grantees must use the Section 3 Compliance Form to track the labor hours of the workers across all contracts and subcontracts involved in the Section 3 project. This spreadsheet will keep a running total of the labor hours, Section 3 hours, and the Targeted Section 3 hours worked. The Section 3 benchmark percentages are automatically calculated and adjusted when labor hours are added, to allow the Grantee to always know where it stands with benchmark compliance.

The Workbook must be completed in its entirety for each contractor and subcontractor. The Prime shall submit all worksheets to the grant administrator weekly. The grant administrator is responsible for maintaining an accumulative workbook for the entire project to be submitted to DCEO at the end of the project.

Monitoring will be conducted to verify the grant records to document how Section 3 requirements are being met, that the appropriate documentation, forms, and certifications are maintained in the file, and to check the status of meeting the benchmarks.

If the benchmarks are not met, reporting is still required. See Safe Harbor Compliance Form.

FINAL SECTION 3 UTILIZATION REPORT

(To be Completed by contractors and subs for all Projects at or exceeding $200,000)

A. SECTION 3 EMPLOYEE LABOR INFORMATION

Name of CDBG Grantee:		**CDBG Grant Number:**	
Wage Decision Number:			

Total Number of Labor Hours on Project	
Total Labor Hours:	
All Section 3 Worker Labor Hours:	
Targeted Section 3 Worker Labor Hours only:	

Labor Hour Percentage Results	**%**
*Section 3 Worker Benchmark = 25% *Targeted Section 3 Worker Benchmark = 5%	
Section 3 Worker Percentage:	00.00%
Targeted Section 3 Worker Percentage:	0.00%

Name of Contractor/Sub Contractor:			
Mailing Address:			
Telephone Number:		**Email Address:**	

B. CERTIFICATION

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project.

Printed Name _____ Signature _____ Date Signed _____

Section 3

NOTICE TO CITIZENS IN THE CITY/COUNTY OF_____

OPPORTUNITY FOR WORK

The _____ (Grantee Name) has received a $_____ Community Development Block Grant from the Texas General Land Office to _____ _____(description of project) in the City/County of_____ (project location).

This grant will provide the_____ (Grantee Name) the opportunity to search for eligible local citizens interested in participating in the project. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, provides that to the greatest extent feasible, preference for economic opportunities will be given to citizens in_____ (project location) who are determined to be low- and very low-income individuals. A low- and very low-income individual can be calculated by documenting household income of less than 80 percent of the county median income. Opportunities such as job training and employment that arise through this Community Development Block Grant project will be directed toward City/County residents. A Section 3 business concern can be eligible for a Section 3 contract as awarded in connection with CDBG projects if they meet at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over seventy-five (75) percent of the labor hours performed by the business are performed by low- or very low-income persons; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 requirements apply to the Community as a grantee, if the project activity is more than $200,000 in funding from housing and community development financial assistance programs.

If you wish to determine if you qualify or have an interest in serving as a subcontractor for this project, please contact_____ _____,_____

_____.

If you are interested in job training or other employment resources, please contact:

Community Development - Fort Bend County
301 Jackson Street, Ste. 602
Richmond, Texas 77469
Office: 281-341-4410
Email: communitydevelopment@fortbendcountytx.gov
Website: www.fortbendcountytx.gov/government/departments/community-development

Examples of Efforts to Award Contracts to Section 3 Businesses

1. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain addition al information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Housing Authority.
2. Utilizing the HUD Opportunity Portal to identify Section 3 Businesses in the project's service area and providing written notice of the contracting opportunity or sending invitations to bid directly to those businesses. Checking Texas' Disadvantaged Business Registry as part of the Business Enterprise Program (BEP). Please note that CMS does not track or certify for Section 3. However, the businesses listed may be interested in becoming a Section 3 Business Concern.
3. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
4. Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
5. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
6. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
7. Contacting agencies administering HUD YouthBuild programs, and notifying these agencies of the contracting opportunities.
8. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

Examples of Outreach Efforts to Offer Contracting, Training and Employment Opportunities to Section 3 Workers

1. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to public housing units and common areas of all developments within the project's service area. Consult the CDBG Management Guide to determine the project's service area.
3. Utilizing HUD Opportunity Portal and Section 3 Business Registry to post employment opportunities, or to find Section 3 Businesses and/or Workers in the project's service area
4. Referring Section 3 workers to Workforce job centers or other providers that offer resume building, interview preparation, job search and placement, financial literacy or other job readiness services.
5. Referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
6. Conducting job interviews at the housing development or developments where Section 3 workers reside, or at a location within the neighborhood or service area of the Section 3 project.
7. Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild program participants for any training and employment opportunities.
8. Holding one or more job fairs.
9. Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

Exhibit H

EXHIBIT H

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of
Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DavisBacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the DavisBacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of

this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit I

EXHIBIT I

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), EMERGENCY SHELTER/SOLUTIONS GRANT (ESG), OR HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Contractor understands and acknowledges that this Agreement is being funded totally or partially with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all applicable Federal, state and local laws and regulations governing these funds. These terms flow down to all third party contractors and their subcontracts at every tier, unless a particular award term or condition specifically indicates otherwise. The Contractor shall comply with the following clauses **and include them in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.**

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at $50,000 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.

2. Termination.

All contracts of $10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts.

<u>The following clause applies for all non-construction contracts.</u>

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 by the contracting officer 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 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 may be directed by the Secretary of Labor 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all "federally assisted" Construction Contracts.

The following clause applies for all federally assisted construction contracts where "federally assisted construction contracts" is defined as in 41 C.F.R. Part 60-1.3, or 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:

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.

5. Records to be Maintained.

The Contractor shall maintain proper documentation to ensure compliance with 24 CFR Part 570 including records documenting compliance with the fair housing and equal opportunity components of the CDBG program; financial records as required by 24 CFR Part 570.502.

6. Records Retention.

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years from receipt of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

7. Disclosure.

In such case where client data is collected, the Contractor understands that client information collected under this contract may be confidential and the use or disclosure of such information, when not directly connected with the administration of the County's or Contractor's responsibilities with respect to services provided under this contract, may be prohibited by State of Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

8. Close-outs.

Contractor obligation to the County shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

9. Audits & Inspections.

All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Contractor shall include the above paragraph in each subcontract financed in whole or in part with Department of

Housing and Urban Development (hereinafter referred to as HUD), funds for federal funding of a Community Development Block Grant Program (hereinafter referred to as CDBG) HUD funds.

10. Failure of the Contractor to Comply.

Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Contractor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Contractor audits and 2 CFR Part 200, Subpart F.

11. OMB Standards.

Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 200.318, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.

12. Uniform Administrative Requirements.

The Contractor shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at § 570.502.

13. Travel.

The Contractor shall obtain written approval from the County for any travel outside the County. Travel must be in accordance with the County's Travel Policy.

14. Debarment and Suspension.

The following clause applies only for contracts of $25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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 No. 12549. These provisions apply to each contract at any tier of $25,000 or more,

and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to 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. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Civil Rights.

The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

a) Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including the applicable non-discrimination provisions in Section 109 of the HCDA which are still applicable. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, 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 contracting agency setting forth the provisions of this nondiscrimination clause.

b) Section 504

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706)

which prohibits discrimination against the handicapped in any federally assisted program. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

c) Fair Housing Act

The Contractor will not violate the Fair Housing Act which prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin and provides protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. Contractor will abide by all requirements as set by the Fair Housing Act for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

16. Affirmative Action Approved Plan.

The Contractor agrees that it shall be committed to carry out pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. When requested, the County shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action program for approval prior to the award of funds.

17. Small, Women- and Minority-Owned Businesses (W/MBE).

The Contractor will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632),the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by Contractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

18. Access to Records.

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

19. Notifications to Labor Unions.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

20. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

21. Prohibited Activity.

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

22. OSHA.

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

23. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

<u>The following clause applies only for contracts of $100,000 or more that involve the employment of mechanics or laborers.</u>

Where applicable, all contracts awarded by the non-Federal 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.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of $100,000 or more that involve the employment of mechanics or laborers.

24. Davis-Bacon Act and Copeland "Anti-Kickback" Act.

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor shall maintain documentation, which demonstrates compliance with hour, and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under Agreements in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the County pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Subtitle A governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such Agreements subject to such regulations.

The Contractor shall also comply with 24 CFR Part 70, which sets out the circumstances under which individuals who volunteer their services, may be used.

25. "Section 3" Clause.

The Contractor agrees to comply with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Failure to fulfill these requirements shall subject the County, the Contractor and any subcontractors, their successors and assigns, to those sanctions specified. Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 75, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 75 REGULATIONS.

THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 75, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 75. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 75.

THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 75 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 75.

NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 75 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

26. Notifications to Labor Unions.

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its 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.

27. Subcontractor Approval.

The Contractor shall not enter into any Subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such agreement.

28. Subcontractor Monitoring.

The Contractor will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

29. Agreements with Subcontractors.

The Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any Subcontract executed in the performance of this Agreement.

30. Selection of Subcontractors.

The Contractor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all

Subcontracts shall be forwarded to the County along with documentation concerning the selection process.

31. Hatch Act.

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

32. Conflict of Interest.

The Contractor agrees to abide by the provisions of 2 CFR Part 200 and 24 CFR 570.611, which include (but are not limited to) the following:

a) The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Contractor, or any designated public agency.

33. Byrd Anti-Lobbying Amendment.

<u>The following clause applies only for contracts of $100,000 or more.</u>

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying."

The Contractor certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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.

b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of paragraph (d) 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 contractors shall certify and disclose accordingly:

d) 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.C. 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.

34. Architectural Barriers Act and the Americans with Disabilities Act.

The Contractor shall comply with the following clauses and include them in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Contractor also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

35. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will 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".

36. Equal Participation of Faith-Based Organizations.

The Contractor shall include the following clause in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor. The Contractor agrees that funds provided under this Agreement will not be directly utilized for explicitly religious activities, such as worship, religious instruction, or proselytization in accordance with the federal regulations specified in 24 CFR 5.109 "Equal Participation of Faith-based Organizations in HUD Programs and Activities." The Contractor must also document their compliance with the faith-based activities regarding disposition and change in use of real property as required under 24 CFR §576.406.

37. Clean Air.

The following clause applies only for contracts of $150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

38. Clean Water.

The following clause applies only for contracts of $150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

39. Environmental Conditions.

In addition to those conditions already stated, the Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).

40. Procurement of Recovered Materials.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

41. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

42. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

43. National Flood Insurance Program.

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Contractor agrees that CDBG funds cannot be spent for acquisition or construction

purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. Contractor also acknowledges that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).

44. Floodplain Management (24 CFR Part 55).

Contractor will select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order 11988, Floodplain Management, directs agencies "to avoid direct or indirect support of floodplain development wherever there is a practicable alternative" (24 CFR Part 55).

45. Flood Disaster Protection Act of 1973.

The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

46. Lead-Based Paint.

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

47. Historic Preservation.

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the Texas Historical Commission for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

48. Build America, Buy America.

The Contractor shall comply with the requirements of the Build America, Buy America Act that requires all of the iron and steel, manufactured products, and construction materials used in this project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials purchased with funds from this agreement will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the County of any authorized federal agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall be considered a breach of contract.

Submitted To:

Fort Bend County

Submitted by :

GC Engineering, Inc.

2505 Park Avenue
Pearland, Texas 77581
Tel No : (346) 773-4401
Fax No : (281) 412-4623

April 2025

Exhibit C

Community Development Rate Sheet

FORT BEND COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
RFQ25-039 RATE SHEET

Position	Hourly Rate
Project Manager	$ 280.00
Senior Engineer	$ 240.00
Civil Engineer	$ 172.00
Environmental Specialist	$ 130.00
Senior Environmental Scientist / NEPA Specialist	$ 150.00
Archaeologist / Cultural Specialist	$ 125.00
Biologist / Wetlands Specialist	$ 125.00
Design Technician	$ 126.00
Permitting Specialist	$ 130.00
QA/QC Inspector	$ 150.00
GIS Analyst / Technician	$ 110.00
Environmental Field Technician	$ 115.00
Administrative Support	$ 66.00

FY 2020 CONSOLIDATED GRANT AGREEMENTS

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Fort Bend County, Texas, Grantee. The Grantee's Tax Identification Number is 746001969

Community Development Block Grant (CDBG) Program
Grant Number: B-20-UC-48-0004
Duns Number: 081497075

The terms of the CDBG award in the amount of $ $3,312,369.00 which are the subject of this part of this Agreement are set forth in the attached executed form HUD -7082, Funding Approval/Agreement.

The special condition in your Grant Agreement and Funding Approval concerning the review procedures under Executive Order (EO) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52 restricts the obligation or expenditure of funds for the planning or construction of water or sewer facilities until the completion of the review process and receipt of written notification of release of funds for such activities from HUD. The condition requires that in the event you amend or otherwise revise your Consolidated and/or Action Plan to use funds for the planning or construction of water or sewer facilities, you must receive written release of funds from HUD before obligating or expending funds for such activities.

In order to establish a Line of Credit for the Fiscal Year 2020 grant, it will be necessary for you to execute and return two copies of the Grant Agreement. In addition, if there is a need to delete or add individuals authorized to access eLOCCS, a Security Access Authorization Form (HUD-27054) must be prepared, notarized, and returned to this office with the Grant Agreement. Also if there is a need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

CDBG grants funds have historically been disbursed through the Integrated Disbursement and Information System (IDIS) on a **"first-in, first-out" basis (FIFO).** Under this methodology, CDBG grantees do not designate a specific fiscal year grant in IDIS when funding an activity or when creating an expenditure voucher. In general, all obligations and disbursements are recorded against the earliest annual grant with an available balance, thereby exhausting the oldest grant available before recording expenditures against the next grant. However, the HUD Inspector General has deemed this approach to be inconsistent with generally accepted government accounting principles and CPD is in the position of having to the adjust the disbursement approach in IDIS from FIFO to a grant-based approach.

CPD believes that this change should not cause significant disruptions to grantee processes as many grantees' accounting systems typically track expenditures according to each annual grant. However, some grantees may have to make some adjustments and certain new steps have been programmed into IDIS to accommodate the change. CPD is in the process of

finalizing a rule to implement these changes for the CDBG program to be published in the Federal Register. CPD will issue alternative guidance to ensure that grantees have appropriate instructions for beginning to draw upon their FY 2020 CDBG funds. Please do not draw funds until such guidance is issued; otherwise grantees may have to correct information in IDIS once the guidance is public.

As a recipient of HUD financial assistance covered by Section 3 of the HUD Act of 1968, it is required that Section 3 Summary Reports (Form HUD-60002) be submitted to HUD in accordance with the guidelines given. Please refer to HUD's website at www.hud.gov/section3 for additional information.

HOME Investment Partnerships Act (HOME) Program
Grant Number: M20-UC480216
Duns Number: 081497075

The terms of the HOME award in the amount of $865,458.00 which are the subject of this part of this Agreement are set forth in the attached executed form HUD 40093, Funding Approval and HOME Investment Partnerships Agreement.

In order to establish a Line of Credit for the Fiscal Year 2020 grant, it will be necessary for you to execute and return two copies of the Grant Agreement. In addition, if there is a need to delete or add individuals authorized to access eLOCCS, a Security Access Authorization Form (HUD-27054) must be prepared, notarized, and returned to this office with the Grant Agreement. Also if there is a need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

We recommend that the record keeping requirements provided in the HOME program regulations at 24 CFR 92.508 be reviewed. Records sufficient to enable HUD to determine that program requirements are being met must be established and maintained. This section of the regulations will be beneficial as local staff resources are committed to the HOME program.

Grantees are reminded that certain HOME activities are subject to the provisions of 24 CFR Part 58. Environmental Review Procedures – 92.352 of the HOME regulations provide that Participating Jurisdictions (PJs) carry out the environmental review of an activity and obtain a written release from the Houston Office before obligating or expending HOME funds. PJs may obtain appropriate forms from www.hudclips.org. A request for the Release of Funds for a HOME activity must be sent to HUD and must be accompanied by an Environmental Certification.

The HOME program statute provides that funds be made available to PJs for 24 months after the last day of the month in which the PJ is notified of HUD's execution of the HOME Investment Partnerships Agreement. If not placed under a binding commitment to affordable housing within the 24-month period, the funds are to be deobligated. The statute also provides that at least 15 percent of each PJ's allocation must be reserved for investment in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs).

The definition of commitment for the HOME program must be followed to the fullest extent in order for such funds to be deemed allowable. It should be noted that the commitment of HOME funds include, but not limited to, the following:

- Participating jurisdictions must not commit HOME funds to a project in IDIS or in a written agreement until all necessary financing has been secured, a budget and production schedule established, and underwriting and subsidy layering completed; and clarifying.

- Dated signatures are required on written agreements.

Emergency Solutions Grants (ESG) Program
Grant Number: E-20-UC-48-0004
Duns Number: 081497075

The terms of the ESG award in the amount of $271,528.00 which are the subject of this part of this Agreement are set forth in the attached executed Funding Approval/Agreement.

The special condition in your Funding Approval/Agreement refers to the Indirect Cost Rate and the specific requirements pursuant to 2 CFR 200, Subpart E – Cost Principles.

The complete program requirements for the ESG program regulations are located at 24 CFR Part 576, as revised by the Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments Interim Rule which was published on December 5, 2011 (76 Fed. Reg. 75954). Resources are posted on the OneCPD website at http://hudexchange.info/, and all of the ESG materials can be accessed at https://hudexhange.info/esg.

The following parties execute this Grant Agreement on the dates set forth below as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: _____ 08/25/2020
Signature and Date

Stacia L. Johnson
Typed Name of Signatory

Director, Community Planning and Development
Title

GRANTEE

By: KP George 9-1-2020
Signature and Date

KP George
Typed Name of Signatory

County Judge
Title

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
Fort Bend County	746001969	081497075
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)	4. Date use of funds may begin	
301 Jackson St Richmond, TX 77469-3108	08/25/2020	
	5a. Project/Grant No. 1 B-20-UC-48-0004	6a. Amount Approved $3,312,369
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)		Grantee Name (Contractual Organization)	
Stacia L. Johnson		Fort Bend County (Fort Bend County)	
Title CPD Director		Title County Judge	
Signature X	Date 08/25/2020	Signature X KPGeorge	Date (mm/dd/yyyy) 9-1-2020

7. Category of Title I Assistance for this Funding Action:	8. Special Conditions (check one)	9a. Date HUD Received Submission (mm/dd/yyyy) 07/16/2020	10. check one
Entitlement, Sec 106(b)	☐ None ☒ Attached	9b. Date Grantee Notified (mm/dd/yyyy) 08/25/2020	☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9c. Date of Start of Program Year (09/01/2020)	

11. Amount of Community Development Block Grant

	FY (2020)	FY (2019)	
a. Funds Reserved for this Grantee	$3,312,239	$ 130	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
N/A	

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature
X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
	_____%	
	_____%	
	_____%	
	_____%	
	_____%	

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
	_____%	
	_____%	
	_____%	
	_____%	
	_____%	

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Participant Name and Address Fort Bend County 301 Jackson St Richmond, TX 77469-3108	2. Grant Number M20-UC480216	
	3a Tax Identification Number 746001969	3b. Unique Entity Identifier (formerly DUNS) 081497075
	4. Appropriation Number 860/30205	5. FY 2020

6. Previous Obligation (Enter "0" for initial FY allocation)		$0.00
a. Formula Funds	$865,458	
b. Community Housing Development Org. (CHDO) Competitive		
7. Current Transaction (+ or -)		$865,458
a. Formula Funds	$865,458	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)	$	
b. CHDO Competitive Reallocation or Deobligation	$	
8. Revised Obligation		$
a. Formula Funds	$	
b. CHDO Competitive Reallocation	$	

9. Special Conditions (check applicable box)
☐ Not applicable ☐ Attached

10. **Date of Obligation (HUD Official's Date of Signature)**
(mm/dd/yyyy) 08-25-2020

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
	%	
	%	
	%	
	%	

12. Period of Performance
Date in Box #10 - 09/01/2028

* If funding assistance will be used for payment of Indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its Indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Stacia L. Johnson, CPD Director	14. Signature	15. Date 08 / 25 / 2020
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) KP George / County Judge of Fort Bend County	17. Signature KPGeorge	18. Date 9 / 1 / 2020

19. Check one:
☐ Initial Agreement ☐ Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2020	860/30205	HMF (H)	$858,631
2019	869/20205	HMF (G)	$1,250
2018	868/10205	HMF (F)	$5,577

Funding Approval/Agreement

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11371 et seq.
CFDA Number 14.231

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Recipient Name and Address Fort Bend County 301 Jackson St Richmond, TX 77469-3108	2. Unique Federal Award Identification Number: E-20-UC-48-0004
	3. Tax Identification Number: 746001969
	4. Unique Entity Identifier (DUNS): 081497075

5. Fiscal Year 2020	
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)	$ 0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)	$271,528
8. Total Amount of Federal Funds Obligated	$271,528
9. Total Required Match: $	

10. Start Date of Recipient's Program Year 09/01/2020	11. Date HUD Received Recipient's Consolidated Plan Submission 07/16/2020	12. Period of Performance Start Date (the date listed in Box 18) 08/25/2020

13. Type of Agreement (check applicable box)
- ☒ Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)
- ☐ Amendment (Purpose #2 – Deobligation of funds)
- ☐ Amendment (Purpose #3 – Obligation of additional funds)

14. Special Conditions and Requirements
☐ Not applicable ☒ Attached

15. Period of Performance End Date (24 months after the date listed in Box 18) 08/25/2022

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Period of Performance, provided the costs are otherwise allowable and were incurred on or after the dates listed in box 10 and box 11 or 90 calendar days before the date in box 12 (whichever is later), or as provided in a prior written approval by HUD. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law.

16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Stacia L. Johnson CPD Director	17. Signature X	18. Federal Award Date 08 / 25 / 2020
19. For the Recipient (Name and Title of Authorized Official) KP George / County Judge of Fort Bend County	20. Signature X KPGeorge	21. Date (mm/dd/yyyy) 9 / 1 / 2020

Funding Information (HUD Accounting Use Only):

PAS Code: HAES	Region: 06	Program Code: SOE
Appropriation: 00192	Office: (Houston)	Allotment: 868
Appro Symbol: F		

Special Conditions and Requirements for FY 2020 ESG Program

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

Recipient Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Special Conditions and Requirements for FY 2020 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

Recipient Integrity and Performance Matters

(applicable if the amount in Box 8 of the Agreement is greater than $500,000)

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.

Exhibit D

Federal Clauses

MSA EXHIBIT D

(RFQ EXHIBIT I)

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), EMERGENCY SHELTER/SOLUTIONS GRANT (ESG), OR HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Contractor understands and acknowledges that this Agreement is being funded totally or partially with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all applicable Federal, state and local laws and regulations governing these funds. These terms flow down to all third party contractors and their subcontracts at every tier, unless a particular award term or condition specifically indicates otherwise. The Contractor shall comply with the following clauses **and include them in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.**

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at $50,000 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.

2. Termination.

All contracts of $10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts.

<u>The following clause applies for all non-construction contracts.</u>

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 by the contracting officer 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 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 may be directed by the Secretary of Labor 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all "federally assisted" Construction Contracts.

The following clause applies for all federally assisted construction contracts where "federally assisted construction contracts" is defined as in 41 C.F.R. Part 60-1.3, or 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:

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.

5. Records to be Maintained.

The Contractor shall maintain proper documentation to ensure compliance with 24 CFR Part 570 including records documenting compliance with the fair housing and equal opportunity components of the CDBG program; financial records as required by 24 CFR Part 570.502.

6. Records Retention.

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years from receipt of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

7. Disclosure.

In such case where client data is collected, the Contractor understands that client information collected under this contract may be confidential and the use or disclosure of such information, when not directly connected with the administration of the County's or Contractor's responsibilities with respect to services provided under this contract, may be prohibited by State of Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

8. Close-outs.

Contractor obligation to the County shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

9. Audits & Inspections.

All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Contractor shall include the above paragraph in each subcontract financed in whole or in part with Department of

Housing and Urban Development (hereinafter referred to as HUD), funds for federal funding of a Community Development Block Grant Program (hereinafter referred to as CDBG) HUD funds.

10. Failure of the Contractor to Comply.

Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Contractor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Contractor audits and 2 CFR Part 200, Subpart F.

11. OMB Standards.

Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 200.318, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.

12. Uniform Administrative Requirements.

The Contractor shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at § 570.502.

13. Travel.

The Contractor shall obtain written approval from the County for any travel outside the County. Travel must be in accordance with the County's Travel Policy.

14. Debarment and Suspension.

The following clause applies only for contracts of $25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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 No. 12549. These provisions apply to each contract at any tier of $25,000 or more,

and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to 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. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Civil Rights.

The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

a) Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including the applicable non-discrimination provisions in Section 109 of the HCDA which are still applicable. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, 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 contracting agency setting forth the provisions of this nondiscrimination clause.

b) Section 504

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706)

which prohibits discrimination against the handicapped in any federally assisted program. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

c) Fair Housing Act

The Contractor will not violate the Fair Housing Act which prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin and provides protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. Contractor will abide by all requirements as set by the Fair Housing Act for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

16. Affirmative Action Approved Plan.

The Contractor agrees that it shall be committed to carry out pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. When requested, the County shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action program for approval prior to the award of funds.

17. Small, Women- and Minority-Owned Businesses (W/MBE).

The Contractor will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632),the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by Contractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

18. Access to Records.

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

19. Notifications to Labor Unions.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

20. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

21. Prohibited Activity.

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

22. OSHA.

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

23. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

<u>The following clause applies only for contracts of $100,000 or more that involve the employment of mechanics or laborers.</u>

Where applicable, all contracts awarded by the non-Federal 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.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of $100,000 or more that involve the employment of mechanics or laborers.

24. Davis-Bacon Act and Copeland "Anti-Kickback" Act.

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor shall maintain documentation, which demonstrates compliance with hour, and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under Agreements in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the County pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Subtitle A governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such Agreements subject to such regulations.

The Contractor shall also comply with 24 CFR Part 70, which sets out the circumstances under which individuals who volunteer their services, may be used.

25. "Section 3" Clause.

The Contractor agrees to comply with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Failure to fulfill these requirements shall subject the County, the Contractor and any subcontractors, their successors and assigns, to those sanctions specified. Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 75, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 75 REGULATIONS.

THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 75, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 75. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 75.

THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 75 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 75.

NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 75 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

26. Notifications to Labor Unions.

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its 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.

27. Subcontractor Approval.

The Contractor shall not enter into any Subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such agreement.

28. Subcontractor Monitoring.

The Contractor will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

29. Agreements with Subcontractors.

The Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any Subcontract executed in the performance of this Agreement.

30. Selection of Subcontractors.

The Contractor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all

Subcontracts shall be forwarded to the County along with documentation concerning the selection process.

31. Hatch Act.

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

32. Conflict of Interest.

The Contractor agrees to abide by the provisions of 2 CFR Part 200 and 24 CFR 570.611, which include (but are not limited to) the following:

a) The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Contractor, or any designated public agency.

33. Byrd Anti-Lobbying Amendment.

<u>The following clause applies only for contracts of $100,000 or more.</u>

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying."

The Contractor certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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.

b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c) It will require that the language of paragraph (d) 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 contractors shall certify and disclose accordingly:

d) 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.C. 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.

34. Architectural Barriers Act and the Americans with Disabilities Act.

The Contractor shall comply with the following clauses and include them in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Contractor also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

35. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will 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".

36. Equal Participation of Faith-Based Organizations.

The Contractor shall include the following clause in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor. The Contractor agrees that funds provided under this Agreement will not be directly utilized for explicitly religious activities, such as worship, religious instruction, or proselytization in accordance with the federal regulations specified in 24 CFR 5.109 "Equal Participation of Faith-based Organizations in HUD Programs and Activities." The Contractor must also document their compliance with the faith-based activities regarding disposition and change in use of real property as required under 24 CFR §576.406.

37. Clean Air.

The following clause applies only for contracts of $150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

38. Clean Water.

The following clause applies only for contracts of $150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

39. Environmental Conditions.

In addition to those conditions already stated, the Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).

40. Procurement of Recovered Materials.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

41. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

42. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

43. National Flood Insurance Program.

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Contractor agrees that CDBG funds cannot be spent for acquisition or construction

purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. Contractor also acknowledges that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).

44. Floodplain Management (24 CFR Part 55).

Contractor will select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order 11988, Floodplain Management, directs agencies "to avoid direct or indirect support of floodplain development wherever there is a practicable alternative" (24 CFR Part 55).

45. Flood Disaster Protection Act of 1973.

The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

46. Lead-Based Paint.

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

47. Historic Preservation.

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the Texas Historical Commission for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

48. Build America, Buy America.

The Contractor shall comply with the requirements of the Build America, Buy America Act that requires all of the iron and steel, manufactured products, and construction materials used in this project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials purchased with funds from this agreement will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the County of any authorized federal agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall be considered a breach of contract.