

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 **Kaluza, 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, 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, CONSULTANT 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 CONSULTANT OR CONSULTANT'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL. CONSULTANT SHALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.

9.2 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, CONSULTANT 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 CONSULTANT 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 incapacities 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: Kaluza, Inc.
Attn: Llarance L. Turner, R.P.L.S
President
3014 Avenue I
Rosenberg, Texas 77471

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, CONSULTANT 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

CONSULTANT 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 CONSULTANT'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 ACKNOWLEDGED BY CONSULTANT 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

KALUZA, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Llarance L. Turner, R.P.L. S.
Authorized Agent- Printed Name

ATTEST:

Laura Richard, County Clerk

President

Title

March 18, 2026

Date

APPROVED:



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@fortbendcountytexas.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.



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	<input type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business?	
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt		
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 <input type="checkbox"/>	Certification # _____	Cert Date	Exp Date
	SBE-Small Business Enterprise <input type="checkbox"/>		Certification # _____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____	_____
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:

- o Project Manager
- o 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 15 th

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@fortbendcountytexas.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

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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	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 persons 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.

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 carga 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 contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a 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

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	<input type="checkbox"/>
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	<input type="checkbox"/>
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	<input type="checkbox"/>

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
<input type="checkbox"/>	1	
<input type="checkbox"/>	2	
<input type="checkbox"/>	3	
<input type="checkbox"/>	4	
<input type="checkbox"/>	5	
<input type="checkbox"/>	6	
<input type="checkbox"/>	7	
<input type="checkbox"/>	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	Labor Hour Percentage Results
Total Labor Hours:	*Section 3 Worker Benchmark = 25%
All Section 3 Worker Labor Hours:	*Targeted Section 3 Worker Benchmark = 5%
Targeted Section 3 Worker Labor Hours only:	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@fortbendcountytexas.gov

Website: www.fortbendcountytexas.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 additional 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 I(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

(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

shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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.

The following clause applies for all non-construction contracts.

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 or 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, 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).

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

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.

The following clause applies only for contracts of \$100,000 or more.

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 Contractor 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 or 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 FOR
ENGINEERING DESIGN SERVICES**



**PROFESSIONAL ENGINEERING CONSULTING
SERVICES FOR FEDERALLY FUNDED PROJECTS
FOR FORT BEND COUNTY COMMUNITY
DEVELOPMENT
RFQ 25-039**

APRIL 8, 2025



TBPE Firm No. F-1339 | TBPLS Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(Phone) 281.341.0808 | (Fax) 281.341.6333
lturner@kaluzainc.com

April 8, 2025

Ms. Jaime Kovar
County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson Street, Suite 201
Richmond, Texas 77469

RE: Professional Engineering Consulting Services for Federally Funded Projects for Fort Bend County Community Development (RFQ 25-039)

Dear Ms. Kovar:

Kaluza, Inc., (KALUZA), is pleased to submit our Statement of Qualifications to provide professional consulting engineering services for the above-referenced project.

We have included:

- One (1) Original
- Eight (8) Paper Copies
- One (1) Electronic Response (Flash Drive) that contains only one file in PDF format

Our proposal is organized as follows:

- Title Page
- Letter of Transmittal
- Table of Contents
- Executive Summary
- Understanding Scope of Work
- Firm's Experience
- Staff Experience
- Financial Stability
- Required Forms (Insurance, Vendor Forms, W-9, and Debt Form)

KALUZA sincerely appreciates the opportunity to submit this statement of qualifications and we look forward to meeting with Fort Bend County to discuss our qualifications in detail. Please feel free to contact me if you require any additional information or clarification of the criteria contained in our qualifications.

Very truly yours,

KALUZA, INC.



Llarance L. Turner, R.P.L.S.
President

April 8, 2025

Ms. Jaime Kovar
County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson Street, Suite 201
Richmond, Texas 77469

RE: Professional Engineering Consulting Services for Federally Funded Projects for Fort Bend County Community Development (RFQ 25-039)

Dear Ms. Kovar:

Kaluza, Inc., (KALUZA) is pleased to submit this Statement of Qualifications to provide professional consulting engineering and surveying services to Fort Bend County for federally funded project for Fort Bend County Community Development as described in your notice.

KALUZA is a civil engineering, consulting, and land surveying company located in Rosenberg, Texas. The firm was founded in 1981 and provides planning, engineering, and surveying services for a broad spectrum of municipal, county, school, and development projects.

KALUZA has two Registered Professional Land Surveyors and five Licensed Professional Engineers on staff and employs full-time technical staff and survey field crew personnel; therefore, all surveying and engineering design requirements can be fulfilled with in-house staff. **KALUZA** utilizes modern surveying, engineering, and drafting equipment. The company currently utilizes GPS technology for gathering field information and AutoCAD with Civil 3D for project design.

KALUZA has over 44 years of experience in providing turn-key engineering, planning, surveying, design, and construction phase services for public and private clients. In particular, our firm has provided planning, design and construction phase services for a variety of numerous Grant projects. Our vast experience with small City utility projects provides us with significant knowledge to provide excellent technical assistance to Municipal/County government staffs, Councils and Commissions.

KALUZA has an understanding of the needs of the Fort Bend County. Our firm understands the requirements and potential limitations that may exist for Fort Bend County Community Development.

The following characteristics of our firm will ensure strong engineering and surveying leadership for the planning and management for the design of projects to serve Fort Bend County.

Ms. Jaime Kovar
Fort Bend County Purchasing Agent
April 8, 2024
Page Two (2)

- ✓ Corporate Commitment - Our firm is prepared to commit principals to full-time coordination and representation. As the President of Kaluza, Inc., I will direct all corporate resources necessary for the successful completion of a project in a timely manner and within budget.
- ✓ Capability - A staff of professionals with experienced key personnel as outlined in the resumes enclosed herewith, will provide the necessary engineering and surveying support to complete projects on time and on budget.
- ✓ Direct Knowledge – **KALUZA** has considerable experience with utility and paving and drainage projects, especially grant projects. Some of these include seven phases of North Rosenberg Water Line Improvements, nine phases of North Side Sanitary Sewer Improvements for the City of Rosenberg, eight phases of Sanitary Sewer System Improvements for the City of Richmond, and Water Plant Improvements for the City of Orchard. All of these were **Fort Bend County Community Development Block Grant** funded projects. **KALUZA** successfully completed construction on the City of Kendleton Frist Street and Crawford Street Paving and Drainage Improvements along with the City of Arcola Drainage Improvements along West Fork of Chocolate Bayou, North Pine Road, South Pine Street and Coen Road; both these project were funded by the Texas General Land Office through the Community Development Block Grant Disaster Recovery Program 2016 Flood Allocation. Our experience with grant projects and our knowledge of Fort Bend County will facilitate our work on this project. **KALUZA** has extensive experience in working with municipalities in Austin County, Brazoria County, Colorado County, Fort Bend County, Galveston County, Wharton County, and surrounding areas.

Kaluza, Inc. is confident that our experience with public infrastructure improvement projects and our engineering expertise will be beneficial to Fort Bend County Community Development. We sincerely appreciate the opportunity to submit this request for qualifications and we look forward to meeting with Fort Bend County to discuss our qualifications in detail. Please feel free to contact us if you require any additional information or clarification of the criteria contained in our statement of qualifications. I am authorized to represent our firm in its dealings on a contractual basis.

Very truly yours,

KALUZA, INC.



Llarance L. Turner, R.P.L.S.
President

LLT/msg

STATEMENT OF QUALIFICATIONS**RFQ #25-039****PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR FEDERALLY FUNDED PROJECTS
FOR FORT BEND COUNTY COMMUNITY DEVELOPMENT****Section 1. Understanding Scope of Work**

- A. Understanding of the Project**
- B. Approach to the Project**

Section 2. Firm's Experience with Similar Projects

- A. Detailed Summary of Firm's Similar Projects**
- B. List of Firm's Comparable Projects**
- C. List of Federally Funded Projects**
- D. Project Construction Management**
- E. Quality Control / Quality Assurance**

Section 3. Staff Experience

- A. Synopsis of Project Team**
- B. Project Team Chart**
- C. Resumes of Project Team Members**

Section 4. Financial Stability**Section 5. Required Forms (Overall Completeness of Proposal)**

- A. Vendor Information Form**
 - B. W-9 Form**
 - C. Tax Form/Debt/Residence Certification**
 - D. Current Certificate of Insurance**
 - E. Contractor Acknowledgement of Storm Water Management Program**
 - F. Exhibit A – Contractor's Local Opportunity Plan**
 - G. Exhibit D – Certification Regarding Debarment**
 - H. Exhibit E – Certification for Contracts, Loans and Cooperative Agreements**
 - I. Exhibit F – Section 504 Certification**
 - J. Exhibit G – Section 3 Requirements and Certification**
-

1. Understanding

Fort Bend County is requesting qualifications for federally funded projects for Fort Bend County Community Development. **Kaluza, Inc. (KALUZA)** staff will provide professional engineering consulting services for federally funded projects for Fort Bend County Community Development. Our understanding of the project is as follows:

Fort Bend County is looking for a professional engineering firm to provide services for federally funded projects for Fort Bend County Community Development to deliver Engineering, Design, and Environmental Review (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 and must adhere to all applicable federal, state, and local requirements. Fort Bend County is looking for a professional engineering firm that will provide an extensive range of services to support the County and its subrecipients in planning, designing, and executing infrastructure project. The firm must ensure compliance with all regulations, including 24 CRF Part 58 NEPA regulations, 24 CFR Part 570, and HUD's environmental review and procurement requirements.

The limits and the details of the projects will determine specific project goals. The projects will include gathering of existing data on project and surveying the existing rights-of-way and existing features to establish a base map for project design. Once the existing data is collected and the base drawing is completed, the project design will be initiated. Our understanding is the project must be divided into two components, Preliminary Engineering and Final Design.

The Preliminary Engineering phase will consist of doing some field coordination and evaluation of project. An important aspect of this project is a thorough and complete investigation, assessment, evaluation and analysis of the project area. **KALUZA's** objective during this phase is to perform all planning and pre-design activities in order to assess all existing conditions that relate to the project and identify all deficiencies, issues and concern regarding the project. This will require proper notice to property owners, and diligent field work. Once the team has completed the field investigation and understands the integrity of the evaluated project area, final design can commence.

The Final Design phase of the project will review all data collected during the Preliminary Engineering phase. After putting together an organized approach to resolve deficiencies in the project area based on the review of data, **KALUZA** staff would meet with the County to discuss alternative and recommendations (based on budget requirements). The results of meetings would allow the project to move forward with final design of construction plans and specification. Prior to completion of construction documents, **KALUZA** will conduct a public meeting with residents and Homeowner's Association.

KALUZA recognizes the sensitivity that is involved when construction occurs in neighborhoods that affects the County's residents and business owners and will work with the County to ensure the project design will limit disruptions to the County's residents and business owners.

KALUZA's project team will provide effective communication, responsiveness and quality assurance in the implementation of Fort Bend County's Professional Engineering Consulting Services for Federally Funded Projects for Fort Bend County Community Development.

Our pledge is to "Provide Quality service to the citizens and staff of Fort Bend County"

SCOPE OF WORK

Public Facilities and Infrastructure projects will be 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.

Engineering and surveying services for the project include, but are not limited to:

A. Preliminary Engineering and Project Design Phase Services**(1) Preliminary Engineering Phase Services**

- ❖ Investigate the proposed project scope including:
 - Meet with COUNTY to gain a clear understanding of the scope of the project;
 - Work with the COUNTY to obtain input from citizens, if appropriate;
 - Identify project alternatives;
 - Establish preliminary right-of-way requirements; and
 - Document any known project constraints.
- ❖ Prepare a preliminary engineering report or letter report documenting the preliminary project findings for review by the COUNTY. The report may identify pertinent project information, including, but not limited to the following:
 - Review of alternatives;
 - Establish preliminary design requirements;
 - Depict a recommended, preliminary layout of the project;
 - Address anticipated project constraints, right of way and findings; and
 - Estimate the project costs, including an estimate of the most probable construction cost for the recommended project.

(2) Project Surveying Services

- ❖ Complete an on-the-ground survey of the project, based on the preliminary engineering report for the project. The project survey scope would normally include:
 - Establishing the project base line, including control points (and offsets) for all points of interest, intersections, PCs, PIs and PTs;
 - Locate property corners and right-of-way monuments as may be required;
 - Establish horizontal and vertical control for the project;
 - Locate all existing features and properties related to proposed project site(s) and alignment(s); and
 - Locate soil bore holes, if included for the project.
- ❖ Prepare plan and profile drawings showing existing features, properties and project related information.

(3) Project Design Phase Services

- ❖ Based on the approved preliminary project and surveying data, prepare construction plans and technical specifications for the Project.
 - Final construction plans will include a Title/Cover Sheet, Overall Project Layout, Plan and Profile drawings showing the proposed improvements, and Construction Details consistent with COUNTY Standards; and
 - Technical specifications will be prepared for inclusion with contract bid documents meeting the COUNTY requirements and standards.

- ❖ The Engineering Design Phase Services would typically include submittal of interim plans, specifications and pertinent supporting engineering information for COUNTY Staff review and comment, including:
 - 30% complete submission typically includes the title sheet, index of sheets, typical sections, plan and profile sheets, preliminary construction traffic control plan, and preliminary construction cost estimate;
 - 60% complete submission includes, as a minimum, the refined design based on the 30% submittal and comments from the COUNTY; and
 - Final submission includes the completed construction plans, project specifications and an updated estimate of the most probable construction cost for the project.

- ❖ Specific project designs would typically include:
 - Roadway projects:
 - review of the proposed horizontal alignment and the constructability of preliminary design prior to initiating final plan preparation;
 - refinement of the horizontal and vertical alignment of roadway, crossing roads, streets and driveways based upon the approved design preliminary layout;
 - finalize typical sections for the proposed roadway, crossing roads and streets and driveways including all detours; and
 - develop drawings that include, but are not limited to, plans showing pavement layout, proposed right-of-way, alignment data, existing ground line, proposed profile grade line, existing utilities, applicable details and other information required to construct the project.
 - Drainage projects:
 - review of previously approved drainage studies available for the project area;
 - design of project drainage facilities including the overall drainage plan, drainage structure layouts and hydraulic calculations in accordance with the City requirements for the project; and
 - preparation of storm sewer computations, and construction plans including plan and profile sheets, the storm water pollution prevention plan, miscellaneous details and other project information as required.

- Utilities projects:
 - determine conflicts with utilities, drainage facilities and other underground facilities;
 - clearly define utility conflicts and crossings and address separation requirements in accordance with TCEQ standards or other governing agencies;
 - verify that applicable TCEQ and City Standards are addressed;
 - finalize COUNTY utility alignments considering all project factors;
 - confirm constructability of preliminary design prior to initiating final plan preparation;
 - develop construction plans, including plan and profile sheets at an appropriate scale for the project, depicting proposed right-of-way, alignment data, existing ground line, proposed location of existing utilities, and the proposed COUNTY utility improvements; and
 - prepare technical specifications for the appropriate pipe and appurtenances.

- Miscellaneous project requirements:
 - Traffic Control
 - prepare traffic control plan, detours and sequence of construction;
 - sequence of construction and considering method of handling traffic during each phase of construction.
 - traffic control plan may include permanent traffic signals, regulatory signs, warning signs, guide signs and route markers, as well as, temporary construction warning signs, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, flaggers, etc.
 - Provide the engineer's estimate of the most probable construction cost for the project.
 - Prepare the construction bid package including, but not limited to: Bid Proposal, Sealed Table of Contents, Technical Specifications and Construction Plans.
 - Provide electronic copies of the Plans and Contract Documents to the COUNTY

B. Construction Phase Services

- (1) Assist COUNTY in the bidding process, including:
 - Pre-bid conference;
 - Opening and Tabulating Bids;
 - Communicating with COUNTY regarding the Bids Received
 - Evaluation of Construction Bids Received; and
 - Engineer's Recommendation.

- (2) Make periodic visits to the Project construction site to observe progress and quality of the work being performed.
- (3) Consult with the COUNTY during construction including:
 - Review project submittals;
 - Coordinate and observe all field testing;
 - Issue field directives and instructions to the contractor, in accordance with COUNTY procedures;
 - Prepare and process change orders to the contractor;
 - Review monthly and final estimates for payment by the COUNTY;
 - Assist the COUNTY in completing a final inspection of the project and submit recommendations regarding the project status.
- (5) Provide and maintain a copy of the final project record drawings based on information provided by the contractor and field observations.

C. Other Special Engineering Services

Kaluza, Inc. will be the prime consultant for the proposed Project. We will perform the necessary specialized services for the Project including, but not limited to the following:

- (1) Provide Planning Studies as may be required for the Project.
- (2) Provide Feasibility Studies as may be required for the Project.

Kaluza, Inc. has worked with multiple subconsultants to successfully complete specialized services including, but not limited to, geotechnical investigations, site specific testing, archeological studies, and Phase I and Phase II Environmental Site Assessments. When the detailed Project scope of services is refined with Fort Bend County, we may include one or more qualified subconsultants to assist us with completion of those specialized services.

2. Firm Experience

**Wastewater Treatment Plant 2 Service Area –
Sanitary Sewer Collection System Pipe Bursting Project**

The project is being funded by the American Rescue Plan Act (ARPA) of 2021 through the United States Department of Treasury.

Kaluza, Inc.'s scope of work for the project consists of topographic survey work, establishing existing city street lines, design and preparation of construction plans and specifications for the replacement of the sanitary sewer lines. The work includes replacing over 33,000 linear feet of the old vitrified, clay sanitary sewer lines by using the pipe bursting method and the cured-in-place pipe method (CIPP) along with upsizing pipe, replacing manholes, cleanouts, and covers. This ensures that rainwater and other items do not leak into the lines and therefore into the wastewater treatment plant to obstruct its process.

Client: *City of Rosenberg
Ms. Melissa Peña
Post Office Box 32
Rosenberg, TX 77471
(832) 595-3500
mpena@rosenbergtx.gov*

Construction Cost: \$2,980,000.00
Construction Date: April 2025

The construction plans required review and approval from the City of Rosenberg, the Grant Manager, Texas Commission on Environmental Quality, the Kinder Morgan pipeline, and all local utility companies. There were no Addenda and one (1) Change Order issued for this project. The project is currently operating on time and within budget.

GANTT CHART

Owner: [City of Rosenberg](#)
Project Name: [WWTP 2 SERVICE AREA SANITARY SEWER PIPE BURSTING](#)
Start Date: [05/03/22](#)
End Date: [04/30/25](#)

Project Duration
Year 22 ----- 23 ----- 24 ----- 25

Description:	Cal. Days	Start	Milestone/ Submittal Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Project: WWTP 2 SERVICE AREA S.S. PIPE BURSTING		Description:		The objective of this project is to improve the Wastewater Treatment Plant 2 for the City and the sanitary sewer collection system by rehabilitating a portion of the existing lines in the Wastewater Treatment Plant 2 area.																												
Engineering Procurement/Contracting	30	5/3/2022	05/03/22 - 06/02/22	█																												
Geotechnical and Utility Location investigation (none)		6/3/2022	06/03/22 - 06/03/22		█																											
Topographic Surveying	45	4/28/2022	04/28/22 - 06/12/22		█	█																										
30% Design & Submittal to City Staff & Utility Co.	60	6/24/2022	06/24/22 - 08/23/22			█	█																									
City Staff review and meeting	14	9/7/2022	09/07/22 - 09/21/22							█																						
60% Design & Submittal	60	10/29/2022	10/29/22 - 12/28/22								█	█																				
City Staff review & Community meeting	7	12/29/2022	12/29/22 - 01/05/23										█																			
Final Design & Submittal (Plans/Specs/Permits)	14	6/1/2023	06/01/23 - 06/15/23																													
Design Acceptance	7	7/26/2023	07/26/23																													
Advertise	30	6/1/2023	06/11/23																													
Bid Opening	15	6/29/2023	06/29/23																													
Award	15	8/1/2025	08/01/25																													
Construction	575	9/1/2023	09/11/23 - 04/08/25																													
Closeout Completion	15	4/30/2025	04/30/25																													

Wastewater Treatment Plant Oxidation Ditch Dredging, Solids Removal and Disposal

The City of Danbury is located east of State Highway 288 along the Union Pacific Railroad and County Road 171 in Brazoria County. The objective of the project was to improve the Wastewater Treatment Plant for the City. This project was funded by the Brazoria County Community Block Grant Program.

Client: *City of Danbury
Mayor Sue Powell
6102 Fifth Street
Danbury, Texas 77534
(979) 583-5733
mayor@danburytx.gov*


Construction Cost: *\$164,080.00*
Construction Date: *June 2022*















The scope of work consisted of the design and preparation of construction plans and specifications. The construction portion of the project included hydraulically dredging, removing and properly disposing of all inorganic material and debris from the existing oxidation ditch without removing it from operation.

The construction plans required review and approval from the City of Danbury, Texas Commission on Environmental Quality, Brazoria County Community Development, and local utility companies. There were no Addenda, and no Change Orders issued for this project. The project was completed on time and within budget.

GANTT CHART

Owner: [City of Danbury](#)
Project Name: [WWTP Oxidation Ditch Dredging, Solids Removal & Disposal](#)
Start Date: [12/20/21](#)
End Date: [06/07/22](#)

Project Duration 
Year 21 22 ----- 23 ----- 24 -----

Description:	Cal. Days	Start	Milestone/ Submittal Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
<u>Project:</u> WWTP Oxidation Ditch Dredging		<u>Description:</u>		The objective of the project was to improve the Wastewater Treatment Plant for the City. This project was funded by the Brazoria County Community Block Grant Program.																											
Engineering Procurement/Contracting	30	12/20/2021	12/20/21 - 01/19/22																												
Geotechnical and Utility Location investigation (none)			01/00/00 - 01/00/00																												
Topographic Surveying	15	9/16/2021	09/16/21 - 10/01/21																												
30% Design & Submittal to City Staff & Utility Co.	60	10/1/2021	10/01/21 - 11/30/21																												
City Staff review and meeting	14	11/30/2021	11/30/21 - 12/14/21																												
60% Design & Submittal	60	12/14/2021	12/14/21 - 02/12/22																												
City Staff review & Community meeting	7	1/29/2022	01/29/22 - 02/05/22																												
Final Design & Submittal (Plans/Specs/Permits)	14	2/12/2022	02/12/22 - 02/26/22																												
Design Acceptance	7	2/26/2022	02/26/22																												
Advertise	30	2/13/2022	02/13/22																												
Bid Opening	15	2/20/2022	02/20/22																												
Award	15	3/3/2022	03/03/22																												
Construction	93	3/6/2022	03/06/22 - 06/07/22																												
Closeout Completion	15	6/7/2022	06/07/22																												

Drainage and Pavement Improvements (GLO)

The Town of Holiday Lakes is located west of State Highway 288 in Brazoria County. The objective of this project is to improve drainage for the Town. This project is being funded by the Texas General Land Office through the Community Development Block Grant Disaster Recovery Program 2016 Flood Allocation.

Client: *Town of Holiday Lakes
Mayor Norman Schroeder
195 North Texas Avenue
Holiday Lakes, Texas 77515
(979) 849-1136
mayor@holidaylaketexas.com*

Construction Cost: \$468,000.00
Construction Date: June 2022

Our scope of work for the project consists of topographic survey work, and the design and preparation of construction plans and specifications. The construction portion of the project included excavating and regrading roadside ditches, installing new drain pipes, restoring the roadway surface, improving the road drainage along with the associated appurtenances. These improvements took place at various locations around the Town and total 11,181 linear feet.

The construction plans required review and approval from the Town of Holiday Lakes, Brazoria County, and utility companies. There were no Addenda, and no Change Orders issued for this project. The project was completed on time and within budget.

GANTT CHART

Owner: [Town of Holiday Lakes](#)
Project Name: [Drainage and Pavement Imp \(GLO\)](#)
Start Date: [04/08/20](#)
End Date: [06/23/22](#)



Description:	Cal. Days	Start	Milestone/ Submittal Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
<u>Project:</u> Drainage and Pavement Imp (GLO)		<u>Description:</u>		The project area consisted of excavating and regrading roadside ditches, installing new drain pipes, restoring roadway surface, improving the road drainage along with associated appurtenances.																											
Engineering Procurement/Contracting	30	4/8/2020	04/08/20 - 05/08/20	█																											
Geotechnical and Utility Location investigation (none)			01/00/00 - 01/00/00	█																											
Topographic Surveying	96	4/15/2020	04/15/20 - 07/20/20	█	█	█																									
30% Design & Submittal to City Staff & Utility Co.	60	10/1/2021	10/01/21 - 11/30/21																												
City Staff review and meeting	14	11/30/2021	11/30/21 - 12/14/21																												
60% Design & Submittal	60	12/14/2021	12/14/21 - 02/12/22																												
City Staff review & Community meeting	7	1/29/2022	01/29/22 - 02/05/22																												
Final Design & Submittal (Plans/Specs/Permits)	14	3/2/2021	03/02/21 - 03/16/21																												
Design Acceptance	7	3/9/2021	03/09/21																												
Advertise	30	2/12/2022	02/12/22																												
Bid Opening	15	3/14/2022	03/14/22																												
Award	15	12/15/2021	12/15/21																												
Construction	136	2/7/2022	02/07/22 - 06/23/22																												
Closeout Completion	15	6/23/2022	06/23/22																												

Sanitary Sewer Improvements (GLO)

The City of Danbury is located east of State Highway 288 along the Union Pacific Railroad and County Road 171 in Brazoria County. The objective of the project was to improve the sanitary sewer system for the City. This project is being funded by the General Land Office as a result of Hurricane Harvey.

Client: *City of Danbury
Mayor Sue Powell
6102 Fifth Street
Danbury, Texas 77534
(979) 583-5733
mayor@danburytx.gov*

Construction Cost: *\$164,080.00*
Construction Date: *March 2022*

The scope of work consists of topographic survey work and the design and preparation of construction plans and specifications. The construction portion of the project included preconstruction cleaning and televising the existing sanitary sewer line along with post construction cleaning and televising the completed sanitary sewer line. It also included installing approximately 1,287 linear feet of sanitary sewer line, rehabilitating existing manholes and coating them, replacing pavement, and associated appurtenances.

The construction plans required review and approval from the City of Danbury, Texas Commission on Environmental Quality, and local utility companies. There were no Addenda, and no Change Orders issued for this project. The project was completed on time and within budget.

GANTT CHART

Owner: [City of Danbury](#)
Project Name: [Sanitary Sewer Imp \(GLO\)](#)
Start Date: [08/31/20](#)
End Date: [11/02/22](#)

Project Duration: Year 20 21 22

Description:	Cal. Days	Start	Milestone/ Submittal Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
<u>Project:</u> Sanitary Sewer Improvements (GLO)		<u>Description:</u>		The objective of the project was to improve the sanitary sewer system for the City. It included preconstruction clean and televising the existing sanitary sewer line, installing new sanitary sewer line and rehabilitating manholes and appurtenances.																												
Engineering Procurement/Contracting	30	8/31/2020	08/31/20 - 09/30/20	█																												
Geotechnical and Utility Location investigation (none)			01/00/00 - 01/00/00																													
Topographic Surveying	45	8/17/2020	08/17/20 - 10/01/20	█	█																											
50% Design & Submittal to City Staff & Utility Co.	50	10/7/2020	10/07/20 - 11/26/20			█	█																									
City Staff review and meeting	14	11/27/2020	11/27/20 - 12/11/20					█	█																							
90% Design & Submittal	126	11/30/2020	11/30/20 - 04/05/21						█	█	█	█																				
City Staff review & Community meeting	7	4/5/2021	04/05/21 - 04/12/21																													
Final Design & Submittal (Plans/Specs/Permits)	14	9/19/2021	09/19/21 - 10/03/21																													
Design Acceptance	7	10/11/2021	10/11/21																													
Advertise	30	9/12/2021	09/12/21																													
Bid Opening	15	9/26/2021	09/26/21																													
Award	15	10/7/2021	10/07/21																													
Construction	296	1/10/2022	01/10/22 - 11/02/22																													
Closeout Completion	15	11/2/2022	11/02/22																													

Drainage and Sanitary Sewer Improvements (GLO)

The City of Hitchcock is located on Highway 6 in Galveston County. The objective of the project was to improve the drainage system for the City. This project is being funded by the General Land Office as a result of Hurricane Harvey.

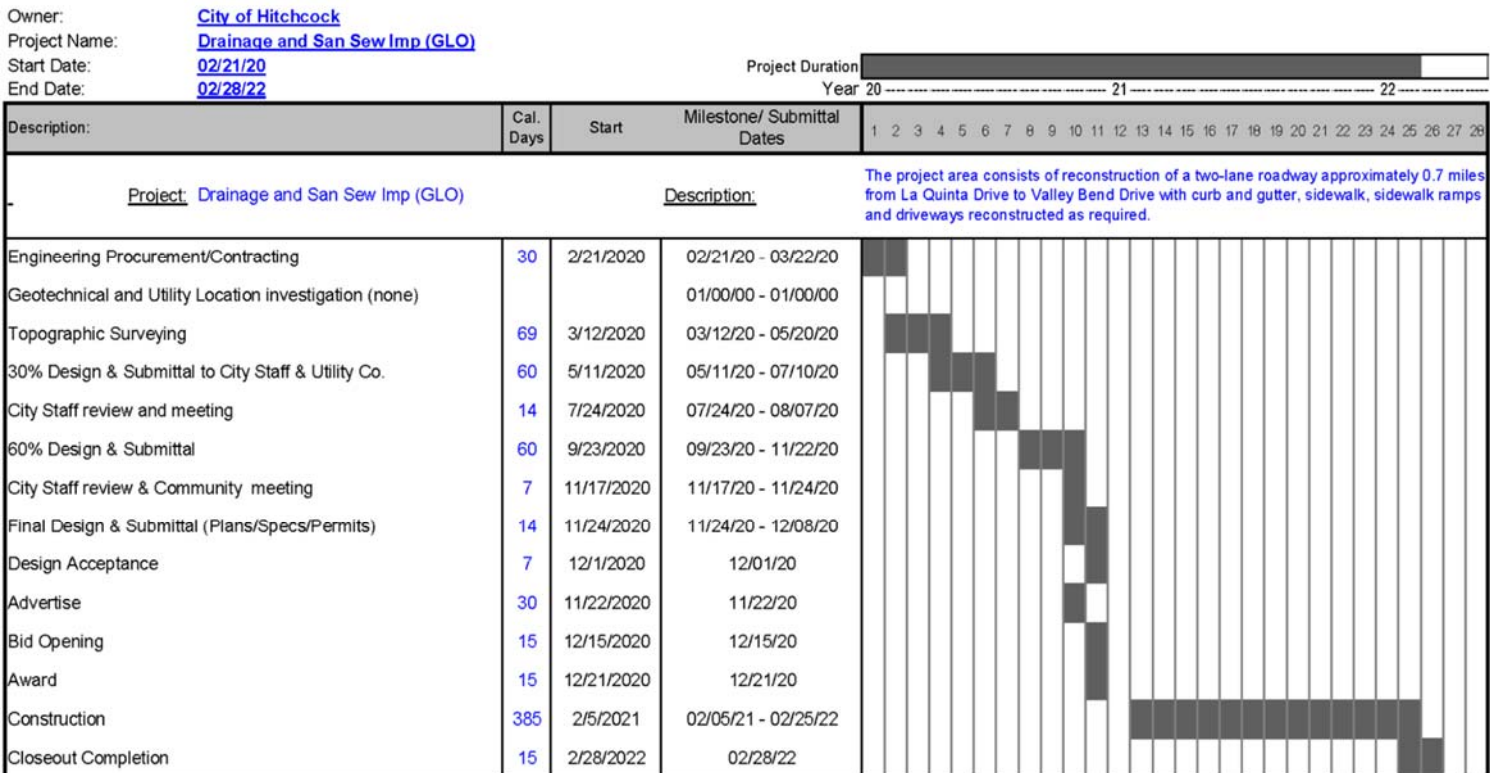
The project scope of work consists of topographic survey work and the design and preparation of construction plans and specifications. The construction portion of the project includes removing and replacing the existing storm sewer pipe with approximately 4,763 linear feet of reinforced concrete pipe along with regrading the existing ditch flowline, replacing storm sewer culverts, and installing outfall ditches. It also includes installing approximately 7,462 linear feet of sanitary sewer line, rehabilitating existing brick manholes, replacing pavement, and associated appurtenances.

Client: *City of Hitchcock
Mayor Chris Armacost
7423 Highway 6
Hitchcock, Texas 77563
(409) 986-5591
mayor@cityofhitchcock.org*

Construction Cost: \$884,000.00
Construction Date: February 2022

The construction plans require review and approval from the City of Hitchcock, Texas Commission on Environmental Quality, and local utility companies. There were no Addenda, and one (1) Change Order issued for this project. The project was completed on time and within budget.

GANTT CHART



Phase II - Sanitary Sewer Extension

The City of East Bernard is located on Highway 90-A and Highway 60 South in Wharton County. The objective of these projects was to improve the sanitary sewer collection system for the town. The project was funded by the Texas Department of Agriculture – Office of Rural Affairs.

Client: *City of East Bernard
Mayor Lance Rejsek
704 Church Street
East Bernard, TX 77435
(979) 335-6558
mayor@eastbernardtx.com*

Construction Cost: *\$290,100.00*
Construction Date: *December 2021*

Kaluza, Inc. scope of work for the project consisted of topographic survey work, establishing existing city street and alley right-of-way lines, design and preparation of construction plans and specifications for the replacement of old deteriorated vitrified clay sanitary sewer lines and manholes. The work included replacing approximately 1,964 linear feet of 4", 6" and 8" sanitary sewer lines, manholes and service lines.















The construction plans required review and approval from the City of East Bernard, Wharton County, Wharton County W.C. & I.D. No. 2, Texas Commission on Environmental Quality and utility companies.

The project was completed within the budget and time allotted for construction. There were no Addenda, and no Change Orders issued for this project. The final product has made a positive impact for the area with minimum inconvenience during construction to residents or businesses in the area.

GANTT CHART

Owner: [City of East Bernard](#)
Project Name: [Sanitary Sewer Extension Phase 2](#)
Start Date: [12/10/19](#)
End Date: [12/29/21](#)



Description:	Cal. Days	Start	Milestone/ Submittal Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
<u>Project:</u> Sanitary Sewer Extension Phase 2		<u>Description:</u>		The project consisted improving the sanitary sewer collection system for the City by replacing the old deteriorated vitrified clay sanitary sewer lines and manholes.																											
Engineering Procurement/Contracting	30	12/10/2019	12/10/19 - 01/09/20																												
Geotechnical and Utility Location investigation (none)		1/10/2020	01/10/20 - 01/10/20																												
Topographic Surveying	116	2/24/2020	02/24/20 - 06/19/20																												
30% Design & Submittal to City Staff & Utility Co.	60	5/4/2020	05/04/20 - 07/03/20																												
City Staff review and meeting	14	6/2/2020	06/02/20 - 06/16/20																												
60% Design & Submittal	45	7/1/2020	07/01/20 - 08/15/20																												
City Staff review & Community meeting	7	8/17/2020	08/17/20 - 08/24/20																												
Final Design & Submittal (Plans/Specs/Permits)	7	4/15/2021	04/15/21 - 04/22/21																												
Design Acceptance	7	4/23/2021	04/23/21																												
Advertise	30	5/2/2021	05/02/21																												
Bid Opening	15	5/16/2021	05/16/21																												
Award	15	6/21/2021	06/21/21																												
Construction	120	8/16/2021	08/16/21 - 12/14/21																												
Closeout Completion	15	12/29/2021	12/29/21																												

City of Orchard Water Plant Improvements (Recoating)

The objective of this project was to improve the water system for the City of Orchard. The project was funded by the Fort Bend County Community Development Block Grant Program

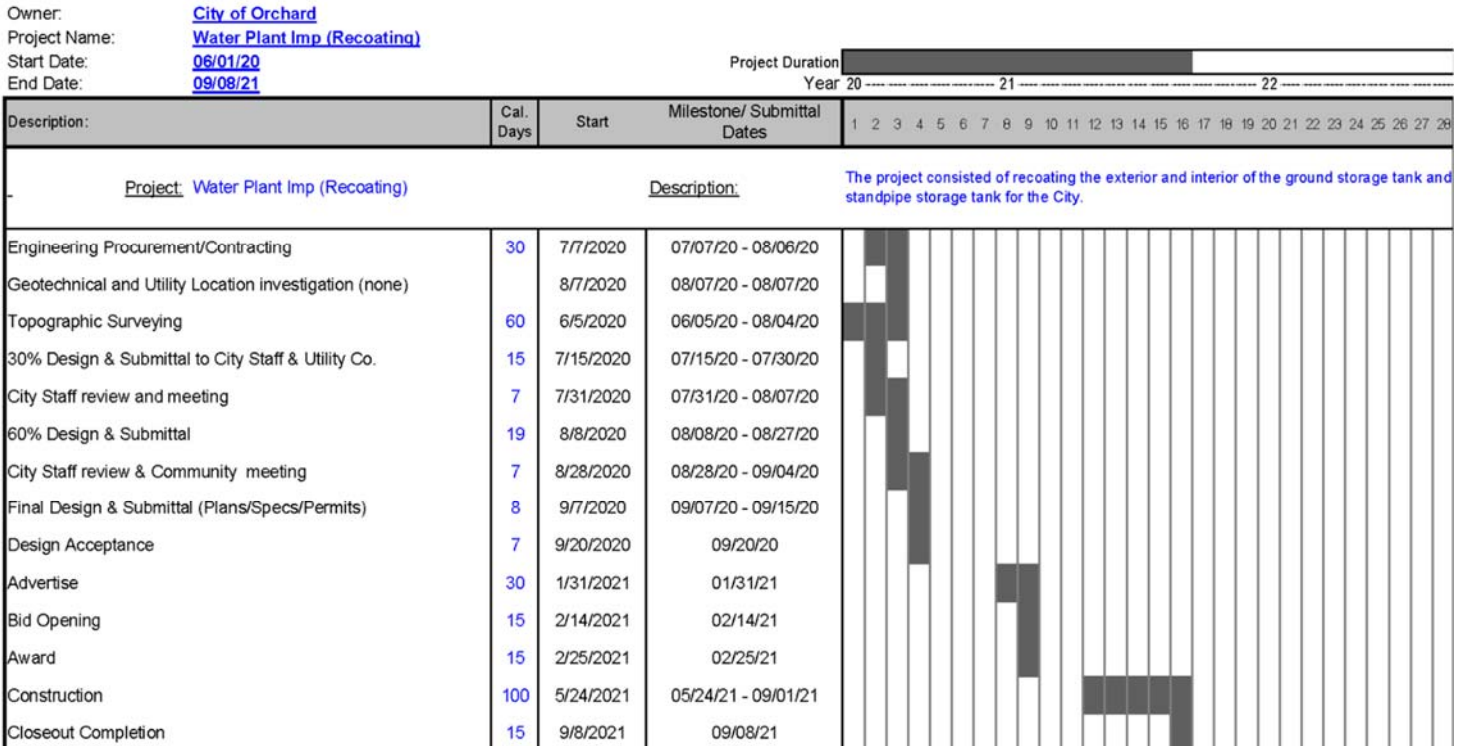
Kaluza, Inc. scope of work for this project consisted of topographic survey work, design and preparation of construction plans and specifications for the recoating of the ground storage tank and standpipe. This included providing surface preparation and recoating the entire exterior and interior of the 47,000 gallon ground storage tank and 115,000 gallon standpipe storage tank. The scope of work also consisted of seal welding thick steel plates and blasting and recoating the above-ground valves and piping.

Client: *Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Jaime.Kovar@fortbendcountytexas.gov*

Construction Cost: *\$150,700.00*
Construction Date: *September 2021*

The construction plans required review and approval from Fort Bend County Engineering, City of Orchard, Texas Commission on Environmental Quality, and coordination with local utility companies. The project was completed within budget and time allocated for construction. There were no Addenda, and one (1) Change Order issued for this project. The project was completed with minimal inconvenience to residents and customers.

GANTT CHART



Phase VII – North Rosenberg Water Distribution Improvements

The objective of this project was to improve the water distribution system for the City. The project was funded by the Fort Bend County Community Development Program and the City of Rosenberg.

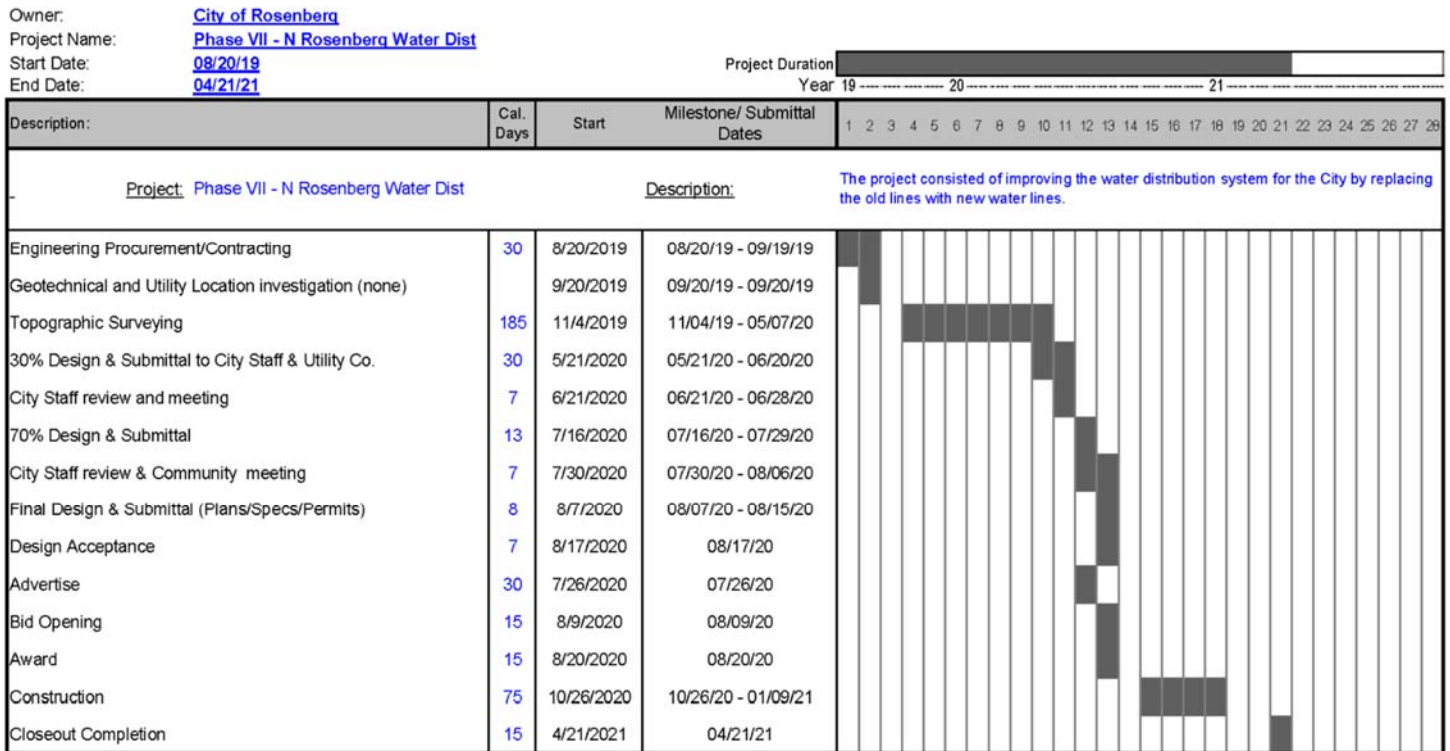
Kaluza, Inc. scope of work for the project involved topographic survey work, establishing existing city street lines, design and preparation of construction plans and specifications for the replacement of the water lines and service lines. It also consisted of installing 5,303 linear feet of 6” water line, 110 linear feet of 4” water line, 239 linear feet of 2” water line, and 110 linear feet of 1” water line along with valves, fittings, and appurtenances.

Client: *City of Rosenberg
Ms. Melissa Peña
Post Office Box 32
Rosenberg, TX 77471
(832) 595-3500
mpena@rosenbergtx.gov*

Construction Cost: *\$401,990.00*
Construction Date: *April 2021*

The construction plans required review and approval from the City of Rosenberg, Fort Bend County, Texas Department of Transportation permitting, Texas Commission on Environmental Quality, and coordination with utility companies. There were no Addenda, and one (1) Change Order issued for this project. The project was completed on time and within budget with minimal inconvenience to residents and customers.

GANTT CHART



Drainage Improvements Along West Fork of Chocolate Bayou, North Pine Road, South Pine Street, and Coen Road (GLO)

The City of Arcola is located on Highway 6 in Fort Bend County. The objective of this project is to improve drainage for the City. This project is being funded by the Texas General Land Office through the Community Development Block Grant Disaster Recovery Program 2016 Flood Allocation.

Client: *City of Arcola
Mayor Veeda Williams
13222 Highway 6
Arcola, Texas 77583
(281) 431-0606
mayorwilliams@arcolatx.gov*

Construction Cost: *\$523,000.00*
Construction Date: *December 2020*

Our scope of work for the project consists of topographic survey work, and the design and preparation of construction plans and specifications. The construction portion of the project includes removing the current storm sewer pipe and replacing it with approximately 4,987 linear feet of reinforced concrete pipe along with regrading the existing ditch flowline and existing bayou flowline.

The construction plans required review and approval from the City of Arcola, Fort Bend County, and utility companies. There were no Addenda, and one (1) Change Order issued for this project. The project was completed on time and within budget.

GANTT CHART

Owner: [City of Arcola](#)
Project Name: [Drainage Imp Along W Fork](#)
Start Date: [03/21/19](#)
End Date: [12/09/20](#)

Project Duration Year 19-----20-----21

Description:	Cal. Days	Start	Milestone/ Submittal Dates	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
<u>Project:</u> Drainage Imp Along W Fork		<u>Description:</u>		The project area consisted of improving drainage for the City by removing the current storm sewer pipe and replacing it with reinforced concrete pipe and regrading the existing ditch flowline and existing bayou flowline.
Engineering Procurement/Contracting	30	3/21/2019	03/21/19 - 04/20/19	
Geotechnical and Utility Location investigation (none)			01/00/00 - 01/00/00	
Topographic Surveying	128	6/4/2019	06/04/19 - 10/10/19	
30% Design & Submittal to City Staff & Utility Co.	25	6/15/2019	06/15/19 - 07/10/19	
City Staff review and meeting	14	7/11/2019	07/11/19 - 07/25/19	
60% Design & Submittal	60	7/26/2019	07/26/19 - 09/24/19	
City Staff review & Community meeting	7	9/25/2019	09/25/19 - 10/02/19	
Final Design & Submittal (Plans/Specs/Permits)	14	3/17/2020	03/17/20 - 03/31/20	
Design Acceptance	7	2/20/2020	02/20/20	
Advertise	30	3/29/2020	03/29/20	
Bid Opening	15	4/12/2020	04/12/20	
Award	15	4/21/2020	04/21/20	
Construction	132	6/16/2020	06/16/20 - 10/26/20	
Closeout Completion	15	12/9/2020	12/09/20	

Seatex Outfall Drainage Project

The firm's project manager was Llarance L. Turner, R.P.L.S. The City of Rosenberg is located on Highway 36 in Fort Bend County. The objective of the project was to repair the significant wash-out and erosion that had occurred as a result of the 2016 Flood. This project was funded by Federal Emergency Management Agency and the City of Rosenberg.

Client: *City of Rosenberg
Rigo Calzoncin
Post Office Box 32
Rosenberg, Texas 77471
(832) 595-3500
rcalzoncin@rosenbergtx.gov*

Construction Cost: \$238,000.00
Construction Date: September 2018

Our scope of work for the project consisted of topographic survey work, and the design and preparation of construction plans and specifications. The project started with removing the existing broken rip rap, then restoring and reshaping the drainage channel, which consisted of preparing and compacting the slope. Finally, the concrete slope paving was added to the repaired areas, along with energy dissipaters to help relieve some of the potential for erosion. This particular project also added backslope drains to help reduce sheet flow over the top banks that cause side slope erosion.

The construction plans required review and approval from the City of Rosenberg, Fort Bend County, and utility companies. There were no Addenda, and no Change Orders issued for this project. The project was completed on time and within budget. It has also been beneficial for the City and the businesses in the surrounding area.

GANTT CHART

Owner: [City of Rosenberg](#)
Project Name: [Seatex Outfall Drainage](#)
Start Date: [11/22/17](#)
End Date: [04/30/25](#)

Project Duration: Year 17 --- 18 ----- 19 ----- 20 ----

Description:	Cal. Days	Start	Milestone/ Submittal Dates	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
<u>Project:</u> Seatex Outfall Drainage		<u>Description:</u> The project consisted repair the significant wash-out and erosion that had occurred as a result of the 2016 Flood.																													
Engineering Procurement/Contracting	30	11/22/2017	11/22/17 - 12/22/17	[Gantt bar]																											
Geotechnical and Utility Location investigation (none)		12/23/2017	12/23/17 - 12/23/17	[Gantt bar]																											
Topographic Surveying	27	1/17/2018	01/17/18 - 02/13/18	[Gantt bar]																											
30% Design & Submittal to City Staff & Utility Co.	12	2/1/2018	02/01/18 - 02/13/18	[Gantt bar]																											
City Staff review and meeting	5	2/14/2018	02/14/18 - 02/19/18	[Gantt bar]																											
70% Design & Submittal	20	2/20/2018	02/20/18 - 03/12/18	[Gantt bar]																											
City Staff review & Community meeting	5	3/13/2018	03/13/18 - 03/18/18	[Gantt bar]																											
Final Design & Submittal (Plans/Specs/Permits)	10	3/19/2018	03/19/18 - 03/29/18	[Gantt bar]																											
Design Acceptance	7	3/30/2018	03/30/18	[Gantt bar]																											
Advertise	30	4/1/2018	04/01/18	[Gantt bar]																											
Bid Opening	15	4/15/2018	04/15/18	[Gantt bar]																											
Award	15	5/23/2018	05/23/18	[Gantt bar]																											
Construction	90	6/4/2018	06/04/18 - 09/02/18	[Gantt bar]																											
Closeout Completion	15	9/17/2018	09/17/18	[Gantt bar]																											

Kaluza, Inc. (KALUZA) has a broad background in federally funded projects. The following list is representative of that background in Fort Bend County.

<u>Project and Client</u>	<u>Estimated Construction Cost</u>	<u>Year</u>
1. City of Beasley Avenue B Water Plant, Fort Bend County (ARPA)	\$3,000,000	2026
2. Water Plant Rehab Phase I, City of Needville, Fort Bend County (ARPA)	\$2,553,035	2026
3. WWTP 2 Service Area Sanitary Sewer Collection System Pipe Bursting Project, City of Rosenberg (ARPA)	\$2,980,000	2025
4. Water Plant Facility Phase I, City of Arcola, (Fort Bend CDBG)	\$3,327,000	2023
5. Phase VII – North Rosenberg Water Distribution Improvements (Fort Bend CDBG)	\$ 401,990	2021
6. FM 2919 Sanitary Sewer Force Main Improvements, City of Kendleton	\$ 346,870	2021
7. Water Plant Improvements, City of Orchard, (Fort Bend CDBG)	\$ 150,700	2021
8. First Street & Crawford Street Paving and Drainage Improvements, City of Kendleton (GLO)	\$ 524,000	2021
9. Water Plant Paving & Drainage Improvements, City of Arcola (Fort Bend CDBG)	\$ 819,000	2021
10. Phase VI – North Rosenberg Water Distribution Improvements (Fort Bend CDBG)	\$ 316,200	2020
11. Drainage Improvements along West Fork of Chocolate Bayou, North Pine Road, South Pine Street & Coen Road, City of Arcola (CDBG-DR)	\$ 523,000	2020
12. First and Crawford Street Water Line Improvements, City of Kendleton (Fort Bend CDBG)	\$ 199,230	2020
13. Phase IX – Sanitary Sewer Rehabilitation, City of Richmond (Fort Bend CDBG)	\$ 230,000	2019

<u>Project and Client</u>	<u>Estimated Construction Cost</u>	<u>Year</u>
14. Braxton Road Water Line Improvements City of Kendleton (Fort Bend CDBG)	\$ 301,270	2019
15. Baker Road & Cummings Road Paving Rehabilitation, City of Rosenberg (FEMA Funded)	\$ 203,000	2018
16. Seatex Outfall Drainage Project (FEMA Funded)	\$ 238,000	2018
17. Phase V - North Rosenberg Water Distribution System Improvements (Fort Bend CDBG)	\$ 237,000	2018
18. Phase VIII – Sanitary Sewer System Rehabilitation, City of Richmond (Fort Bend CDBG)	\$ 223,000	2017
19. Phase IV - North Rosenberg Water Distribution System Improvements (Fort Bend CDBG)	\$ 286,000	2017
20. Water Line Improvements for Dallas, Garland, Main, Macnicoll, Hwy 6, & Howell Street, City of Arcola (FBC CDBG)	\$ 194,000	2017
21. City of Arcola Sanitary Sewer Rehabilitation, Improvements & Evaluation, City of Arcola (Fort Bend CDBG)	\$ 188,000	2016
22. Phase III - North Rosenberg Water Distribution System Improvements (Fort Bend CDBG)	\$ 344,000	2016
23. Phase VI – Sanitary Sewer System Rehabilitation, City of Richmond (Fort Bend CDBG)	\$ 178,000	2016
24. Phase II - North Rosenberg Water Distribution System Improvements (Fort Bend CDBG)	\$ 243,000	2015

Kaluza, Inc. (**KALUZA**) has been involved with federally funded projects as follows:

- (1) Texas General Land Office – U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (CDBG-MIT) Program
 - City Wide Drainage Improvements, Town of San Felipe
 - Outfall Drainage Improvements, City of East Bernard
- (2) Federal Emergency Management Agency’s (FEMA) Grant
 - Seatex Outfall Drainage Project, City of Rosenberg
 - Baker Road and Cumings Road Paving Rehab, City of Rosenberg
- (3) United State Department of Treasury - Coronavirus State and Local Fiscal Recovery Funds – American Rescue Plan Act (ARPA)
 - Wastewater Treatment Plant 2 Service Area – Sanitary Sewer Collection System Pipe Bursting Project, City of Rosenberg
 - Water Well and Plant, City of Beasley, Fort Bend County
 - Water and Wastewater Extension Project, City of East Bernard
 - Water Plant No. 1 Rehab Phase 1, City of Needville, Fort Bend County
- (4) Texas General Land Office – Hurricane Dolly and Ike Disaster Recovery Fund
 - Brazoria Co. - Generators, Electrical Quick Connects and Appurtenances for City of Alvin, City of Danbury, City of Liverpool, City of Manvel and Town of Holiday Lakes
 - Brazoria Co. - Generators, Electrical Quick Connects, and Appurtenances for City of Lake Jackson
 - Brazoria Co. - Generators and Appurtenances for City of Lake Jackson, City of Danbury, and Town of Holiday Lakes
 - Brazoria Co. - Elevated Storage Tank for City of Liverpool
 - City of Alvin - Water Facility Supervisory Control and Data Acquisition
 - City of Alvin - Water Plant #3 and #7 Generators & Appurtenances
 - City of Alvin - Sanitary Sewer Improvements, Round 2.2
 - City of Hitchcock - Emergency Generator Project (Wastewater)
 - City of Hitchcock - Water Well and Plant, Blimp Base Rd
 - City of Hitchcock - Emergency Generator Project
 - City of Hitchcock - Wastewater Treatment Plant Improvements
 - City of Hitchcock - Sanitary Sewer Improvements, Round 2.1
 - City of Hitchcock - Sanitary Sewer Improvements, Round 2.2
 - City of Hitchcock - Sanitary Sewer Lift Station Improvements, Round 2.2
 - City of Hitchcock - Neville St. & Blimp Base Water Line Improvements, Round 2.2
 - City of Hitchcock - Drainage Improvements, Round 2.2
 - Fort Bend County - Water Plant #3 Emergency Generator for City of Rosenberg
 - Fort Bend County - North Second Generator to Serve City of Richmond

- (5) Texas General Land Office Disaster Recovery Fund Hurricane Harvey
 - Town of San Felipe – Drainage Improvements along Various Streets and Ditches
 - City of Wallis – Drainage Improvements Along Various Streets and Ditches
 - City of Kendleton – Paving & Drainage Improvements Along First & Crawford Streets
 - City of Arcola – Drainage Improvements Along West Fork of Chocolate Bayou, North Pine Road, South Pine St, & Coen Rd
 - City of Danbury – Sanitary Sewer Improvements
 - Town of Holiday Lakes – Drainage & Paving Improvements
 - City of Liverpool – Drainage & Paving Improvements Along Ave H from Main Street to St. Anne Street
 - City of Hitchcock – Drainage & Sanitary Sewer Improvements
 - City of Hitchcock – Sanitary Sewer Pipe Bursting, Phase 2

- (6) Formerly Texas Department of Housing & Community Development Program/Texas Department of Agriculture – Office of Rural Affairs (TDA)
 - City of Santa Fe - Water Line Improvements, Runge Park Area, Phase I

- (7) Farmers Home Administration Land and Grant Projects (USDA)
 - City of Beasley - Sewer System Improvements+

- (8) United States Department of Agriculture (USDA)
 - City of Arcola – Phase I – Water Distribution System and Water Plant
 - City of Arcola – Phase II – Water Distribution System

- (9) Environmental Protection Agency Grant Projects (EPA)
 - City of Beasley - Sewer System Improvements+

- (10) Formerly Texas Department of Housing and Community Development Program/Texas Department of Agriculture – Office of Rural Affairs (TDA)
 - Austin County - City of Wallis Sanitary Sewer Improvements

- (11) Formerly Texas Department of Housing and Community Development Program/Texas Department of Agriculture – Office of Rural Affairs (TDA)
 - City of Rosenberg - Brazos River Park Erosion Project

Experience at firms other than Kaluza, Inc. +

- (12) Formerly Texas Department of Housing and Community Development Program/Texas Department of Agriculture – Office of Rural Affairs (TDA)
- City of Freeport - Sanitary Sewer Improvements
 - City of Freeport - Central Lift Station Rehabilitation
- (13) Formerly Texas Department of Housing & Community Development Program/Texas Department of Agriculture – Office of Rural Affairs (TDA)
- City of East Bernard - Water Line Improvements, Wharton County WCID #2
 - City of East Bernard – Phase I - Sanitary Sewer Extension
 - City of East Bernard – Phase 2 – FM 1164 Sanitary Sewer Improvements
- (14) Formerly Texas Department of Housing & Community Development Program - Texas Department of Agriculture – Office of Rural Affairs (TDA)
- City of Holiday Lakes - Water Wells, Water Plant, & Water Distribution, Phase I
 - City of Holiday Lakes - Water Distribution System, Phase II
 - City of Holiday Lakes - Water Distribution System, Phase III
 - City of Holiday Lakes - Water Distribution System, Phase IV
 - City of Holiday Lakes - Water Distribution System, Phase V
- (15) Formerly Texas Department of Housing and Community Development Program/Texas Department of Agriculture – Office of Rural Affairs (TDA)
- Wharton County - Water Line Extension
 - Wharton County - Phase I - Sanitary Sewer Line Extension
 - Wharton County - Phase II - Sanitary Sewer Line Extension
 - Wharton County - Phase I - Water Distribution & Sanitary Sewer Improvements for Town of Louise
 - Wharton County - Water Plant Improvements for the Town of Hungerford
 - Wharton County - Wastewater Treatment Plant Rehabilitation for Town of Hungerford
 - Wharton County - Phase I - Sanitary Sewer Improvements in the Vallejo Addition for City of El Campo
 - Wharton County - Phase II - Sanitary Sewer Improvements in the Vallejo Addition for City of El Campo
 - Wharton County - Sanitary Sewer Improvements for Town of Boling
- (16) Formerly Texas Department of Housing and Community Development Program/Texas Department of Agriculture – Office of Rural Affairs (TDA)
- City of Liverpool - Water Well, Water Plant, and Water Distribution System
 - City of Liverpool - Water Distribution System Improvements, Phase II
 - City of Liverpool - Water Distribution System Improvements, Phase III
 - City of Liverpool - Water Distribution System Improvements, Phase IV

- (17) Formerly Texas Department of Housing & Community Development Program/Texas Department of Agriculture – Office of Rural Affairs (TDA)
- Colorado County - Sheridan Sanitary Sewer Line Extension, Phase II
 - Colorado County - Sheridan Sanitary Sewer Line Extension, Phase III
 - Colorado County - Alleyton Water System
 - Colorado County - Alleyton Water Plant and Water Line Distribution System
 - Colorado County - New Town Sanitary Sewer Collection System, Phase I
 - Colorado County - New Town Water Line & Sanitary Sewer System, Phase II
 - Colorado County - Rock Island - Water System Facilities, Phase I
- (18) Formerly Texas Department of Housing and Community Development Program/Texas Department of Agriculture – Office of Rural Affairs (TDA)
- City of Hitchcock - Water Distribution System Improvements, Phase I
 - City of Hitchcock - Water Distribution System Improvements, Phase II
 - City of Hitchcock - Sanitary Sewer Improvements, Phase I
 - City of Hitchcock - Sanitary Sewer Improvements, Phase II
 - City of Hitchcock - Sanitary Sewer Improvements, Phase III
 - City of Hitchcock - Sanitary Sewer Improvements, Schiro Road, Phase I & II
 - City of Hitchcock - State Highway No. 6 Sanitary Sewer Improvements
- (19) Brazoria County Community Development Block Grant Program
- Town of Holiday Lakes – Ground Storage Tank No. 2 & Water Plant Improvements
- (20) Brazoria County Community Development Block Grant Program
- City of Danbury - Water Distribution System Improvements, Phase I
 - City of Danbury - Sanitary Sewer System Improvements, Danbury Heights Area
 - City of Danbury - Water Distribution System Improvements, Phase II
 - City of Danbury - Water Distribution System Improvements, Phase III
 - City of Danbury – 6” Force Main and Sanitary Sewer Improvements
- (21) Fort Bend County Community Development Block Grant Program
- City of Stafford - Fifth Street Sanitary Sewer System - Phase I
 - City of Stafford - Fifth Street Sanitary Sewer System - Phase II
 - City of Stafford - Fifth Street Sanitary Sewer System - Phase III
- (22) Fort Bend County Community Development Block Grant Program
- City of Kendleton – Roadway Improvements, First Street to Crawford Street
 - City of Kendleton – Braxton Road Water Line Improvements
 - City of Kendleton – First Street & Crawford Street Water Line Improvements
 - City of Kendleton – FM 2919 Sanitary Sewer Force Main Improvements

- (23) Fort Bend County Community Development Block Grant Program
- City of Orchard – Water Plant Improvements
- (24) Fort Bend County Community Development Block Grant Program
- City of Arcola - Sanitary Sewer System Rehabilitation, Phase I
 - City of Arcola - Water Line Distribution Improvements (FM 521 and Macnicoll)
 - City of Arcola - Masterson Street & Rosen Avenue Water Line Improvements
 - City of Arcola - Water Line Improvements for Dallas, Garland, Main, Hwy 6, and Howell
 - City of Arcola - Water Plant Paving and Drainage Improvements
 - City of Arcola – Water Plant Facility, Phase I
- (25) Fort Bend County Community Development Block Grant Program
- City of Richmond - Collins Road Drainage & Sidewalk Improvements, Phase I
 - City of Richmond - Collins Road Drainage & Sidewalk Improvements, Phase II
 - City of Richmond - Collins Road Drainage & Sidewalk Improvements, Phase III
 - City of Richmond - Fourth Street Storm Sewer Improvements, Phase I
 - City of Richmond - Fourth Street Storm Sewer Improvements, Phase II
 - City of Richmond - Fourth Street Storm Sewer Improvements, Phase III
 - City of Richmond - Fourth Street Storm Sewer Improvements, Phase IV
 - City of Richmond - Tenth Street Sidewalk & Drainage Improvements, Phase I
 - City of Richmond - North Richmond Water Distribution System, Phase I
 - City of Richmond - North Richmond Water Distribution System, Phase II
 - City of Richmond - North Richmond Water Distribution System, Phase III
 - City of Richmond - North Richmond Water Distribution System, Phase IV
 - City of Richmond - North Richmond Water Distribution System, Phase V
 - City of Richmond - Sanitary Sewer System Rehabilitation, Phase I
 - City of Richmond - Sanitary Sewer System Rehabilitation, Phase II
 - City of Richmond - Sanitary Sewer System Rehabilitation, Phase III
 - City of Richmond - Sanitary Sewer System Rehabilitation, Phase IV
 - City of Richmond - Sanitary Sewer System Rehabilitation, Phase V
 - City of Richmond - Sanitary Sewer System Rehabilitation, Phase VI
 - City of Richmond - Sanitary Sewer System Rehabilitation, Phase VIII
 - City of Richmond - Sanitary Sewer System Rehabilitation, Phase IX

(26) Fort Bend County Community Development Block Grant Program

- City of Needville - Sanitary Sewer System Rehabilitation, Phase II
- City of Needville - Water Distribution System Improvements, Phase II
- City of Needville - Water Distribution System Improvements, Phase III
- City of Needville - Water Distribution System Improvements, Phase IV
- City of Needville - Water Distribution System Improvements, Phase V
- City of Needville - Water Distribution System Improvements, Phase VI
- City of Needville - Water Distribution System Improvements, Phase VII
- City of Needville - Sanitary Sewer Rehabilitation Improvements, Phase I
- City of Needville - Sanitary Sewer Rehabilitation Improvements, Phase II
- City of Needville - Water Line Distribution Improvements

(27) Fort Bend County Community Development Block Grant Program

- City of Rosenberg - Riverside Terrace/Cemetery Gully Rehabilitation
- City of Rosenberg - Eighth Street Storm Sewer Project, Phase I
- City of Rosenberg - Eighth Street Storm Sewer Project, Phase II
- City of Rosenberg - Eighth Street Storm Sewer Project, Phase III
- City of Rosenberg - Eighth Street Storm Sewer Project, Phase IV
- City of Rosenberg - Sixth Street Storm Sewer Project, Phase II
- City of Rosenberg - Sixth Street Drainage & Sanitary Sewer Improvements, Phase III
- City of Rosenberg - Sixth Street Drainage Improvements, Phase IV
- City of Rosenberg - Sixth Street Drainage Improvements, Phase V
- City of Rosenberg - Avenue D & Fifth Street Sanitary Sewer Improvements
- City of Rosenberg - North Rosenberg Water Distribution Improvements, Phase I
- City of Rosenberg - North Rosenberg Water Distribution Improvements, Phase II
- City of Rosenberg - North Rosenberg Water Distribution Improvements, Phase III
- City of Rosenberg - North Rosenberg Water Distribution Improvements, Phase IV
- City of Rosenberg - North Rosenberg Water Distribution Improvements, Phase V
- City of Rosenberg - North Rosenberg Water Distribution Improvements, Phase VI
- City of Rosenberg - North Rosenberg Water Distribution Improvements, Phase VII
- City of Rosenberg - North Side Sanitary Sewer Improvements, Phase II
- City of Rosenberg - North Side Sanitary Sewer Improvements, Phase III
- City of Rosenberg - North Side Sanitary Sewer Improvements, Phase IV
- City of Rosenberg - North Side Sanitary Sewer Improvements, Phase V
- City of Rosenberg - North Side Sanitary Sewer Improvements, Phase VI
- City of Rosenberg - North Side Sanitary Sewer Improvements, Phase VII
- City of Rosenberg - North Side Sanitary Sewer Improvements, Phase VIII
- City of Rosenberg - North Side Sanitary Sewer Improvements, Phase IX

Kaluza, Inc. (**KALUZA**) performs construction management services for nearly all of our projects, including periodic inspections, coordination of preconstruction meeting and final inspection, reviewing of submittals, pay estimates, preparing change orders, witnessing water and sanitary sewer testing. If necessary, **KALUZA** will coordinate professional services with subconsultants including, but not limited to, geotechnical investigations, site specific testing, archeological studies, and Phase I and Phase II environmental site assessments.

SERVICES PERFORMED FOR PROJECT MANAGEMENT

We are responsible for the Management and Quality Assurance of the design and construction of the project. **KALUZA's** experience in construction management services provided consists of the following:

- 1. Meeting Facilitator** - Conduct preconstruction meeting attended by all stakeholders and act as liaison in subsequent meetings with their representatives. Arrange and conduct other meetings as may be needed. Prepare detailed minutes of all meetings and distribute copies to all parties.
- 2. Contract Scheduling** - Receive, review, evaluate for conformance to the contract requirements and recommend acceptance or rejection of the Contractor's Critical Path Method (CPM) schedule. Utilize all available resources to effect completion of the Contract by the calculated completion date. Provide regular review of the Contractor's activities for conformance to the approved schedule.
- 3. Design Review Services** – Review all shop and working drawings and other pertinent submittals provided by the Contractor to support construction services for the various components of the project. Review shop drawings for compliance with approved plans and specifications. Review laboratory test reports and certifications concerning materials required under the Contract. Verify that all materials meet the approved design requirements, unless such requirements are expressly waived by the design Engineer.
- 4. Inspections** - Inspect the work of the Contractor on the project as it is being performed until final completion and acceptance of the Project.
- 5. Payment-** Review contractor's monthly payment request for accuracy and notify the Owner of any inconsistencies. Recommend amount of monthly progress payments to be made to the Contractor. Keep orderly and separate back-up documentation of all quantities for payment measured in place.

- 6. Reports-** Keep accurate and detailed written records of the Project during all stages of construction; submit monthly written progress reports including, but not limited to, information concerning the work of the Contractor and the percentage of completion. Maintain an inspection report of events occurring on the job site or connected with the Project. The information recorded in the inspection report shall include descriptions of work progress, specific problems encountered, corrective actions taken, material deliveries, weather conditions, and other pertinent project information.
- 7. Record Drawings** - Maintain a current, marked set of as-built drawings and specifications. Identify known deviations, changes, change orders, as-constructed depths, and other modifications as annotated by the construction contractor.
- 8. Final Inspection** - Convene and conduct the final inspection. Prepare the punch list resulting from the final inspection. Send the Engineer and the Contractor a copy of the punch list. Verify that all items on the punch list are completed by the Contractor in accordance with the Contract documents.

Communication and input from County Staff is essential to the success of the project. **Llarance L. Turner** is in charge of company operations and as Principal-in-charge will maintain an active role in communication with the County to coordinate the reviews and approvals of the project at each phase and assure the Project remains on target. **KALUZA** will meet with County Staff to obtain information and input from the staff on the existing storm, water and sanitary sewer utilities, design constraints and past experience working in the Project area.

Staff Input

We recommend a multi-step review process in include: **Initial Design Meeting** - Meet with County Staff to discuss overall goals and budget for the Project; Review the affected infrastructure components; and establish Project specific design criteria for the various public infrastructure facilities affected by the Project. **Ongoing Review/Design Issues** - On an as needed basis or as determined by the County, we will review design conflicts and issues with designated personnel to incorporate Staff input into the project design. This communication is intended to enhance communication for the County Staff to our design team at all times during the project.

Interim Design Review - (50% Complete) - This submittal will include construction plans, preliminary technical specifications and an updated estimate of the Project cost, or as requested by County Staff. Staff input will be incorporated into the Project documents and potential conflicts will be resolved as they are identified. **KALUZA** will conduct an in-house review of the plans to determine construction problems and compliance with Fort Bend County Design Standards. Additionally, any budget issues will be resolved and project scope adjustments will be made as agreed to with the County Staff.

Contract Document Review - (95% Complete) Near the completion of the design project, **KALUZA** will provide a copy of the Standard Contract Documents and related documents for review and comments. At this time, we plan to start with the most recent project documents that we have used on Fort Bend County projects. The documents can be reviewed by County Staff and the County Attorney. Our goal is to seek input on the contract documents prior to submitting the final construction bid documents to the County.

Independent KALUZA Staff Review - During the 95% Contract Document Review, **KALUZA** Staff will review for design parameters, bid documents, quantities and the Project budget.

Bidding Documents Review - Final draft documents along with updated cost estimates will be submitted to the County Staff for comments prior to advertising the project for bids. To the extent desired by the County, this review can be handled using written comments or a Staff meeting. **KALUZA** may also recommend this as an excellent opportunity to meet with the Community Development in a workshop to update them on the project scope, budget and schedule

In addition to the many projects that we have successfully completed with the County, **KALUZA** is located in Rosenberg, in close proximity to the various project sites, providing easy access to County Staff, making communications and site accessibility even easier.

3. Staff Experience

Kaluza, Inc. has over 44 years' experience in providing infrastructure improvements and engineering consulting services for municipalities in the Counties of Austin, Brazoria, Colorado, Fort Bend, Galveston, Harris, Montgomery, and Wharton. **KALUZA** project team consists of skilled engineers, surveyors and support personnel assembled specifically to successfully complete the project on time and within budget. **KALUZA** has a reputation for meeting client schedules without sacrificing any element of service. We have a strong commitment to quality service and client satisfaction. Our commitment to successfully complete your assignment according to your schedule will be accomplished by our dedicated staff.

We recognize the importance of attention to the project budget throughout the various phases of a project. We understand that our clients are charged with protecting the public's money on capital improvement projects; therefore, we continually strive to find alternatives that are not only cost effective but also meet our clients' needs. Each subconsultant has identified existing staff that will complete identified portions of the Project. **KALUZA** will be the prime consultant for this Project.

The anticipated overall breakdown of effort for the proposed project is approximately:

- Technical - 75-80%
- Managerial - 15-20%
- Administrative - 5%

The breakdown of effort for the specific project team members are:

Llarance L. Turner, R.P.L.S. (President & Principal-in-Charge)

- Maintains an active role in project management and day to day operations and is experience in coordination with agencies and engineering and architectural consultants.
- Responsible for the design and construction phase of municipal projects, single-family and multi-family projects, commercial development and residential developments.

Richard W. Stolleis, P.E. (Senior Engineer)

- Skilled in the preparation of technical reports, public infrastructure design standards, major thoroughfare plans, mobility programs, environmental assessment documents, landfill applications, water and wastewater impact fee studies.
- Experienced in the planning and design of major water, wastewater, drainage and roadway infrastructure; construction and rehabilitation of public infrastructure; and planning and design of commercial, school and a wide variety of site development.

Duane H. Whitehead, P.E., CFM, LEED AP, ENV SP (Vice President & Project Engineer)

- Experienced with storm drainage, detention facilities, roadway and paving facilities, park planning, major infrastructure planning and rehabilitation, and school and site development.
- Involved in the review and approval of construction plans for water, drainage, major thoroughfares, private and public sewer facilities.

Carl D McConnell, P.E., PMP (Project Engineer)

- Experienced with water treatment system, water storage and transmission systems and in sanitary and environmental facility planning and design.
- Extensive experience in preparation of plans, specifications and cost estimates for water wells, water lines, water storage facilities, water pumping stations, sanitary and storm sewer collection systems, lift stations and sewage treatment facilities.

Jeremy D. Davis, P.E., CFM (Project Engineer)

- Experienced in the management of Capital Improvements projects, grant projects and in floodplain management within the Community Rating System.
- Experienced in municipal traffic operations, implementing watershed and mobility master plan and studies, overseeing construction of TxDOT projects and managing public infrastructure projects.

DeWayne O. Davis, P.E. (Project Engineer)

- Experienced in road and bridge design; bridge inspection and maintenance.
- Experienced in park planning and directing, construction cost estimates, and overseeing grant and bond projects.

Brad L. Schodek, R.P.L.S. (Project Surveyor)

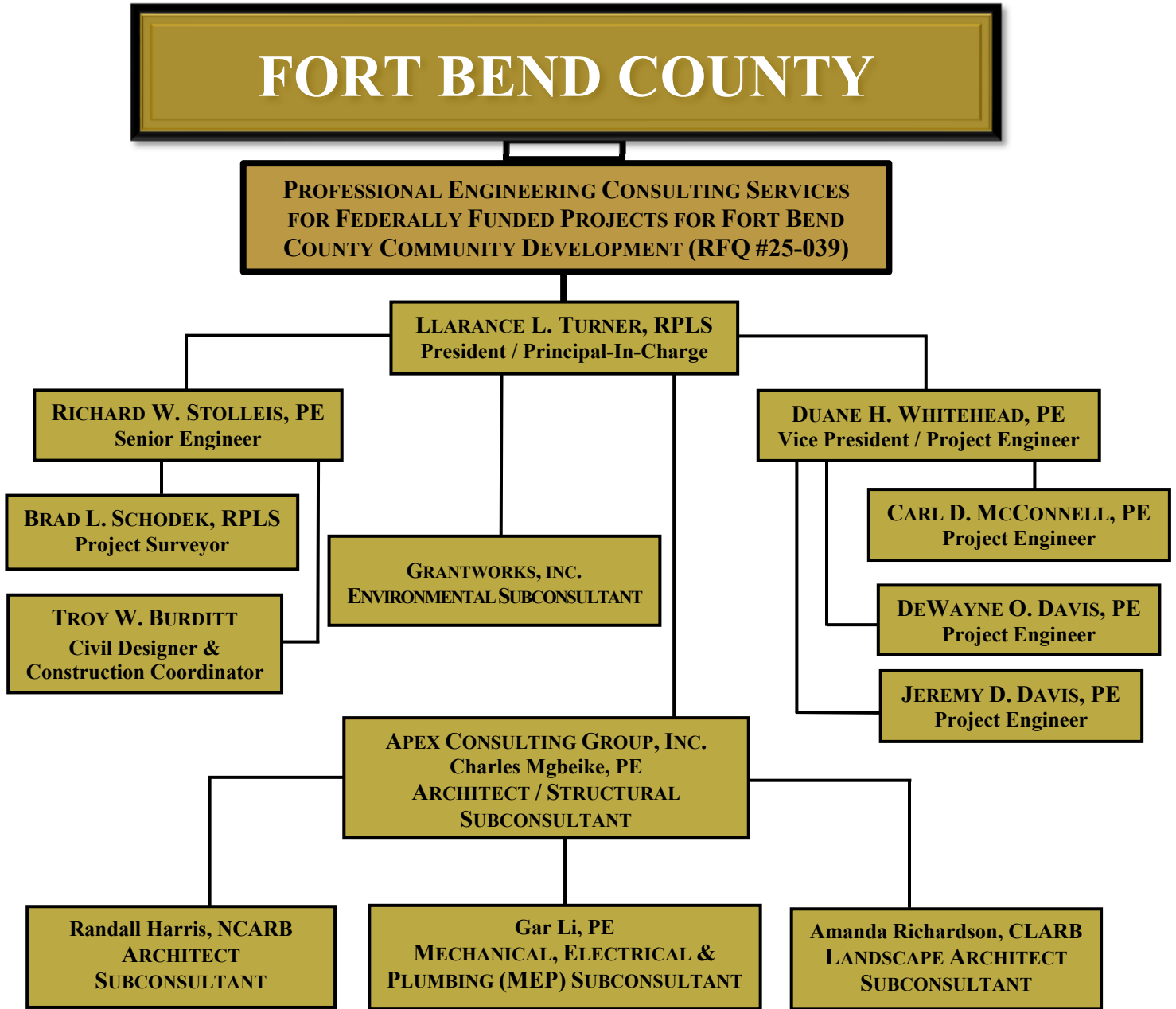
- Responsible for communication with clients to resolve or coordinate issues of survey detail, and for locating, evaluating and adjusting relevant resource data available in geographic information system formats.
- Extensive experience in calculation and mapping; Involved in project quality control, responsible for monitoring and documenting field survey practices, for maintaining survey database control files.

Troy W. Burditt (Civil Designer & Construction Coordinator)

- Experienced in designing roadway infrastructure and municipal infrastructure including water, wastewater, sanitary sewer, lift stations, force mains, paving, grading, and drainage projects; Skilled in preparation of civil site plans and construction plans from inception to completion.
- Involved in all aspects of construction phase services, including construction inspections, cost estimates, and meetings with contractors and owners. #

SUBCONSULTANTS

- GrantWorks, Inc. - Environmental Services
- Apex Consulting Group, Inc. - Mr. Charles Mgbeike, PE - Architect/Structural Services
- Mr. Randall Harris, NCARB – Architect Services
- Mr. Gar Li, PE - Mechanical Electrical and Plumbing Engineering Services
- Ms. Amanda Richardson, CLARB – Landscape Architect Services





Mr. Llarance Turner has attained over 44 years of experience in municipal and land development projects. He has been responsible for coordination of the design and construction phase of single-family and multi-family projects, commercial development, and recreation areas.

Mr. Turner is responsible for preparation of construction plans for water, drainage, major thoroughfares, private and public sewer facilities for municipalities and private corporations. Mr. Turner has assisted in regulating field work, calculations, and office coordination.

Mr. Turner has managed several major projects, including responsibility for cost estimates, budgeting, cash flow schedules, profitability analysis, contract negotiating, and coordination with all public agencies and engineering and architectural consultants.

Mr. Turner also has experience in land surveying, including abstracting, research, and preparation of land title surveys, topographic maps, and field work experience.

LLARANCE L. TURNER, R.P.L.S.
PRESIDENT

PROFESSIONAL CREDENTIALS

- **Bachelor of Science, Civil Technology, University of Houston**
- **Texas Registered Professional Land Surveyor (#5829)**

PROFESSIONAL AFFILIATIONS

- **Texas Board of Professional Land Surveyors**
- **Texas Society of Professional Surveyors**

PROJECT EXPERIENCE

- Seatex Outfall Drainage Project, City of Rosenberg (FEMA Funded)
- Sanitary Sewer Pipe Bursting to Serve the City of Hitchcock Phase 2 (GLO)
- Drainage and Paving Improvements to Serve the Town of San Felipe (GLO CDBG-MIT)
- Oakridge Drive, Jackson Road, Fairwood Road, and Mills Avenue Water Distribution Improvements, City of Hitchcock (TDA)
- Drainage Improvements along Various Streets and Ditches to Serve City of Wallis (GLO)
- Water System Facilities, Phase I to Serve Rock Island, Colorado County (TDA)
- Sanitary Sewer Improvements to Serve City of Danbury (GLO)
- Water Plant Facility, Phase I to Serve City of Arcola (Fort Bend CDBG)
- Golfview Drive and Regional Drainage Facility – Paving and Drainage Improvements (Phases I and II), Fort Bend County
- Phases I through VII - North Rosenberg Water Distribution Improvements, City of Rosenberg, Texas (Fort Bend CDBG)
- Drainage Improvements Along West Fork of Chocolate Bayou, North Pine Road, South Pine Street, and Coen Road to Serve the City of Arcola (GLO)



Mr. Stolleis began his municipal engineering career in 1969. His experience includes the design and management of engineering projects, including, preparation of technical reports, public infrastructure design standards, major thoroughfare plans, mobility programs, environmental assessment documents, landfill applications, and water and wastewater impact fee studies.

His experience in private development includes water, wastewater, drainage and roadway infrastructure planning, construction and rehabilitation, school and institutional development, and substantial site development.

His public sector experience includes development of regulations for the Cities of Sugar Land and Katy and Fort Bend County, Texas. He has responsible experience in master planning for municipal infrastructure, including the updating of the City of Sugar Land Water and Wastewater Master Plan, Thoroughfare Plan, and development of Sugar Land's first Drainage, Facilities and Parks Master Plans.

Mr. Stolleis has worked with a variety of state and local governmental agencies to complete a wide variety of projects.

RICHARD W. STOLLEIS, P.E.
SENIOR ENGINEER

PROFESSIONAL CREDENTIALS

- **Bachelor of Science, Engineering, University of Texas, Austin**
- **Texas Licensed Professional Engineer (#80520)**

PROFESSIONAL AFFILIATIONS

- **Texas Board of Professional Engineers**
- **American Society of Civil Engineers**

PROJECT EXPERIENCE

- Wastewater Treatment Plant Oxidation Ditch Dredging, Solids Removal and Disposal to Serve the City of Danbury (Brazoria Co. CDBG)
- 6" Sanitary Force Main and Sanitary Sewer Improvements to Serve the City of Danbury (Brazoria Co. CDBG)
- First Street and Crawford Street Paving & Drainage to Serve the City of Kendleton (GLO)
- Phase III – Sanitary Sewer Pipe Bursting, City of Rosenberg
- Wastewater Treatment Plant Sanitary Sewer Line Extension, City of Needville
- Blume Road – Paving, Drainage, and Utility Relocation Improvements, City of Rosenberg
- Golfview Drive and Regional Drainage Facility – Paving and Drainage Improvements (Phases I and II), Fort Bend County
- Water Plant No. 1 Elevated Storage Tank Disconnect, City of Needville

As Past Chairman of the Transportation Policy Council, Technical Advisory Committee, Mr. Stolleis has spent many years working with H-GAC and TxDOT solving regional transportation issues.

As County Engineer, he oversaw the development and implementation of over \$400 million of County Mobility projects in support of two successful Bond elections. Additionally, he successfully managed the completion of \$140 million expansion of the Westpark Tollway and FM 1093 expansion from the Grand Parkway to Fulshear.



Mr. Whitehead has experience in the design and management of single and multi-family residential, as well as commercial land development.

He is responsible for preparation of construction plans for water, paving and drainage, private and public sewer facilities for municipalities and private corporations.

Mr. Whitehead is experienced in and responsible for the coordination, planning, design and construction management of new projects and renovations for multiple school districts, including schools, administration buildings and transportation facilities.

He also has experience with master planned communities in mixed use, residential/commercial subdivisions, and low-impact development.

DUANE H. WHITEHEAD, P.E., CFM, LEED AP, ENV SP
VICE PRESIDENT AND PROJECT ENGINEER

PROFESSIONAL CREDENTIALS

- **Bachelor of Science, Civil Engineering, Oregon Tech**
- **Texas Licensed Professional Engineer (#105210)**
- **LEED Certified**

PROFESSIONAL AFFILIATIONS

- **Texas Board of Professional Engineers**
- **American Society of Civil Engineers**

PROJECT EXPERIENCE

- Drainage and Pavement Improvements to Serve the Town of San Felipe (GLO CDBG-MIT)
- Drainage and Paving Improvements to Serve the Town of Holiday Lakes (GLO)
- Seatex Outfall Drainage Project, City of Rosenberg (FEMA Funded)
- Water Plant Facility, Phase I to Serve the City of Arcola (Fort Bend CDBG)
- Phases II through V - North Rosenberg Water Distribution Improvements, City of Rosenberg, Texas (Fort Bend CDBG)
- Harlem Road Paving and Drainage Improvements, Fort Bend County
- Drainage Improvements Along the West Fork of Chocolate Bayou, North Pine Road, South Pine Street, and Coen Road to Serve the City of Arcola (GLO)
- Drainage Improvements along Various Street and Ditches to Serve the City of Wallis (GLO)
- Hurricane Dolly and Ike Disaster Recovery Sanitary Sewer Improvements, Round 2.1 & 2.2, City of Hitchcock (GLO)
- Golfview Drive and Regional Drainage Facility – Paving and Drainage Improvements (Phases I and II), Fort Bend County



Mr. McConnell has over 42 years of experience in the fields of Infrastructure projects including water treatment, storage and transmission systems, and sanitary and environmental facility planning and design, using both manual and computer-aided approaches.

He has extensive experience in the preparation of plans, specifications, and cost estimates (PS&E) for water wells, water lines, ground and elevated water storage facilities, water treatment systems and water pumping stations, sanitary and storm sewer collection systems, lift stations and sewage treatment facilities.

Mr. McConnell's hands-on field experience includes surveying and inspection and construction management of all types of infrastructure projects with emphasis on ground and elevated water storage tanks, water wells, water and sewer lines, water and sewer pumping stations, and water and sewage treatment plant works.

CARL D. McCONNELL, P.E., PMP
PROJECT ENGINEER

PROFESSIONAL CREDENTIALS

- **Bachelor of Science in Engineering Technology, Structural Analysis and Design, University of Houston Downtown**
- **Texas Licensed Professional Engineer (#97585)**
- **PMP, Project Management Professional, (#1663803)**

PROFESSIONAL AFFILIATIONS

- **Texas Society of Professional Engineers**
- **American Society of Civil Engineers**
- **Water Environment Association of Texas**
- **American Public work Association**
- **Project Management Institute**

PROJECT EXPERIENCE

- Water Plant Facility Phase I, City of Arcola (Fort Bend CDBG)
- Water Plant #4 Ground Storage Tank Repair and Recoating and Water Town #3 Recoating for City of Rosenberg
- City of Beasley Avenue B Water Plant (ARPA)
- Water Plant to Serve Campus No. 7, Lamar Consolidated Independent School District (Along Rancho Bella Parkway)
- Water Plant Rehab Phase I, City of Needville (ARPA)
- 59th Street Pump Station, City of Galveston (FEMA Hazard Mitigation Grant Program and CDBG-DR)
- Isla del Sol Elevated Storage Tank, City of Galveston, (GLO)
- Harris County MUD No. 50 Wastewater Treatment Plant No. 2
- Brays Bayou Force Main Relocation to Serve the City of Houston
- Terramar Beach Wastewater Treatment Plant to Serve the City of Galveston
- Harris County Fresh Water Supply District No. 27 Sanitary Sewer Phase I Design and Construction Phase Services



Mr. Davis has worked in the public sector since 2013. His experience includes the management of Capital Improvement projects, implementing Community Development Block Grant (CDBG) and other grant funded projects, overseeing municipal traffic operations, and implementing watershed and mobility master plan and studies.

His public sector experience also includes overseeing the construction of Texas Department of Transportation (TxDOT) projects, managing the public infrastructure associated with new development within the City of Missouri City and Fort Bend County, Texas.

He has responsible experience in floodplain management within the Community Rating System, managing heavy civil construction projects, budgeting, and implementing a municipal Capital Improvement Program, and has served on the HGAC Regional Floodplain Management Committee.

Mr. Davis has worked with a variety of state and local governmental agencies to complete a wide variety of projects.

JEREMY D. DAVIS, P.E., CFM
PROJECT ENGINEER

PROFESSIONAL CREDENTIALS

- **Bachelor of Science, Engineering, Lamar University**
- **Texas Licensed Professional Engineer (#132992)**

PROFESSIONAL AFFILIATIONS

- **Texas Board of Professional Engineers**
- **Texas Floodplain Management Association**
- **American Society of Civil Engineers**

PROJECT EXPERIENCE

- Knight Road Extension, City of Missouri City
- Water Distribution Improvements for Main Street and School Street to Serve City of Needville
- East Hampton Road Closure and Drainage Improvements, City of Missouri City
- Water Line Improvements for FM 519, Haden Road, and Richmond Drive to Serve City of Hitchcock (TxCDBG)
- Foster High School Water Well Rehabilitation, Lamar Consolidated Independent School District.
- Outfall Drainage Improvements to Serve the City of East Bernard (GLO CDBG MIT)
- Silver Ridge Culvert Rehabilitation, City of Missouri City
- Redbird Lane – Drainage Improvements, City of Fulshear
- Ashmont Drive Reconstruction, City of Missouri City

As former Assistant City Engineer of the City of Missouri City, Mr. Davis was responsible for the budgeting and management of the engineering, traffic operations, and Capital Improvement divisions. Within this role Mr. Davis worked with multiple agencies on a regular basis including the Texas General Land Office, FEMA, Texas Department of Transportation, HGAC, Fort Bend County, City of Houston, City of Stafford, and the City of Sugar Land.



Mr. Davis has over 33 years of experience with county and municipal projects and with construction projects. He has experience in road and bridge design, preparation of construction plans, and bridge inspection and maintenance.

He was responsible for plat and plan reviews, preparing construction cost estimates, and the construction management for numerous road/street projects.

Mr. Davis is experienced in overseeing grant and bond projects and negotiating contracts with engineering companies and construction contractors. He was also responsible for preparing and overseeing county and city budgets.

His previous positions include Fort Bend County's First Parks and Recreation Director, Assistant County Engineer for Waller County, and City Engineer for Port Arthur, Texas.

DEWAYNE O. DAVIS, P.E.
PROJECT ENGINEER

PROFESSIONAL CREDENTIALS

- **Bachelor of Science, Mechanical Engineering, Prairie View Texas A& M University**
- **Texas Licensed Professional Engineer (Civil #70130)**

PROFESSIONAL AFFILIATIONS

- **Texas Board of Professional Engineers**
- **TIRZ Board #2 Missouri City, Texas**

PROJECT EXPERIENCE

- Fort Bend County Parks Bond Administrator for 2020 and 2023 Parks Bond Projects
- Highland Drive Outfall Ditch Improvements to Serve Highland Bayou, City of Hitchcock
- Sanitary Sewer Improvements, City of Danbury (GLO)
- Water Plant Paving and Drainage Improvements, City of Arcola (Fort Bend Co. CDBG)
- Water Plant Facility, Phase I to Serve the City of Arcola (Fort Bend Co CDBG)
- Water Line Distribution Improvements for Fogle Lane, City of Hitchcock
- Drainage Improvements along Various Street and Ditches to Serve the City of Wallis (GLO)
- North Pine Road and South Pine Street Pavement Rehabilitation to Serve the City of Arcola
- Phase II MS4 Project Manager for Cities of Hitchcock and Arcola
- Ground Storage Tank Replacement No. 1 for Town of Holiday Lakes



Mr. Brad Schodek has over 33 years of experience in land surveying including boundary, topographic, mapping, and horizontal and vertical control for construction. He has developed skills working across a wide variety of survey tasks including boundary reconciliation, deed and easement research, error analysis, subdivision and site development planning and approval, and city jurisdiction mapping.

Mr. Schodek is responsible for the direction and review of field data collection, processing and calculation of survey data, boundary and design layout, and quality control management across the entire survey work process. He is also responsible for monitoring and documenting field survey practices, maintaining survey database control files, communication with clients to resolve or coordinate issues of survey detail, and locating, evaluating, and adjusting relevant resource data available in geographic information system formats.

Mr. Schodek has field survey and construction work experience and has prepared boundary and topographic surveys, property and easement metes and bounds descriptions, metes and bounds descriptions for jurisdiction annexations, and survey control plan sets for construction and right-of-way acquisition projects.

BRAD L. SCHODEK, R.P.L.S.
PROJECT SURVEYOR

PROFESSIONAL CREDENTIALS

- **Bachelor of Science in Biology, University of Houston**
- **Texas Registered Professional Land Surveyor (#6430)**

PROFESSIONAL AFFILIATIONS

- **Texas Board of Professional Land Surveyors**
- **Texas Society of Professional Surveyors**

PROJECT EXPERIENCE

- Outfall Drainage Improvements to Serve the City of East Bernard (GLO CDBG MIT)
- Sanitary Sewer Pipe Bursting to Serve the City of Hitchcock Phase 2 (GLO)
- Seatex Outfall Drainage Project, City of Rosenberg (FEMA Funded)
- Drainage and Paving Improvements to Serve the Town of San Felipe (GLO CDBG-MIT)
- City of Beasley Avenue B Water Plant (ARPA)
- Wastewater Treatment Plant 2 Service Area – Sanitary Sewer Collection System Pipe Bursting Project, City of Rosenberg (ARPA)
- City of Arcola Water Plant Facility, Phase I (Fort Bend CDBG)
- Oakridge Drive, Jackson Road, Fairwood Road, and Mills Avenue Water Distribution Improvements, City of Hitchcock (TDA)
- Phase I - IX – Sanitary Sewer Improvements, City of Richmond (Fort Bend CDBG)
- Phase 1 and 2 –Sanitary Sewer Improvements to Serve the City of East Bernard (TDA)
- Phase I through VII - N. Rosenberg Water Distribution Improvements, City of Rosenberg (Fort Bend CDBG)



Mr. Burditt has over 33 years of experience in civil engineering design, project management and preparation of construction plans from inception to completion.

He is well-versed in master-planned developments, modeling, and survey studies.

His extensive experience also includes roadway infrastructure and municipal infrastructure including, water, wastewater, sanitary sewer, lift stations, force mains, paving, grading, and drainage projects.

Mr. Burditt's other duties include all aspects of construction phase services and coordination of construction projects from cost estimates, meeting with contractors, conducting weekly production meetings, approving pay estimates, scheduling, field inspections and testing and writing up inspection reports.

TROY W. BURDITT
CIVIL DESIGNER AND CONSTRUCTION COORDINATOR

PROFESSIONAL CREDENTIALS

- **Associates Degree in Applied Science (Engineering and Construction Management), Wharton Co. Junior College**
- **Certified Floodplain Management (Apprentice)**

PROFESSIONAL AFFILIATIONS

- **Texas Floodplain Management Association**

PROJECT EXPERIENCE

- Wastewater Treatment Plant 2 Service Area – Sanitary Sewer Collection System Pipe Bursting Project, City of Rosenberg (ARPA)
- Sanitary Sewer Pipe Bursting to Serve the City of Hitchcock Phase 2 (GLO)
- Seatex Outfall Drainage Project, City of Rosenberg (FEMA Funded)
- Outfall Drainage Improvements to Serve the City of East Bernard (GLO CDBG MIT)
- Oakridge Drive, Jackson Road, Fairwood Road, and Mills Avenue Water Distribution Improvements, City of Hitchcock (TDA)
- First Street and Crawford Street Paving & Drainage Improvements, City of Kendleton (GLO)
- Phase I – V – Water Distribution System, Town of Holiday Lakes (TDA)
- Water Plant Improvements, City of Orchard (Fort Bend Co. CDBG)
- Drainage Improvements along the West Fork of Chocolate Bayou, North Pine Road, South Pine Street, and Coen Road to Serve the City of Arcola (GLO)
- Phase I through VIII - North Rosenberg Water Distribution Improvements, City of Rosenberg (Fort Bend County CDBG)

CYNTHIA ZBRANAK, CFM

VICE PRESIDENT OF ENVIRONMENTAL SERVICES



PROFESSIONAL QUALIFICATIONS

Cynthia Vallejo-Zbranak joined GrantWorks in 2019 after retiring from the State of Texas; she has 33+ years of experience with federally funded programs, including environmental compliance for various U.S. Department of Housing & Urban Development (HUD) funded programs and project management with the State of Texas Community Development Block Grant (CDBG) program. Cynthia brings an in-depth knowledge of the federal regulations for environmental compliance and project implementation of the CDBG program.

As the Senior Environmental Specialist at the Texas Department of Housing & Community Affairs (TDHCA), Cynthia created strategies and guidance to achieve environmental compliance more effectively and efficiently for several HUD and non-HUD programs. With the Texas CDBG program, Cynthia served in multiple project management roles that gave her direct experience and insight that provided a broader perspective of the program. In her tenure with these agencies, Cynthia created policy, developed application guides, implementation manuals, and scoring criteria, wrote standard operating procedures (SOPs), conducted community workshops, provided training, and managed projects.

Since 2019, Cynthia has worked with GrantWorks first as an embedded Texas General Land Office employee. Working in their environmental division, now as the head of the Environmental Services Division. She has established protocols for developing and evaluating reviews, continued cultivating and disseminating her Part 58 expertise, and guided her staff through the nuances of regulation and protocols for each funding agency.

RELEVANT EXPERIENCE

VICE PRESIDENT/ASSOCIATE VICE PRESIDENT OF ENVIRONMENTAL SERVICES, GRANTWORKS, INC., AUSTIN, TEXAS, NOVEMBER 2020 – PRESENT

Cynthia leads a team of environmental professionals who evaluate projects and create environmental reviews for various HUD-funded programs as well as other types of funding sources. Cynthia has acted as a subject matter expert on HUD's Part 58 regulations, established operational guidelines, and ongoing training and development for the team. She has provided leadership and guidance on active projects, assisting staff in navigating the complex requirements of each program. She works seamlessly with other GrantWorks business units to ensure all federal, state, and local requirements are met for GrantWorks' clients.

Environmental Grant Manager, Hurricane Harvey CDBG-DR Programs Technical Assistance, Texas General Land Office, Austin, Texas, April 2019 – October 2020

Cynthia conducted environmental reviews for Hurricane Harvey projects,

33 YEARS

ENVIRONMENTAL EXPERIENCE

COMPANY

Grantworks Inc.

EDUCATION

Bachelor of Business Administration, Business Administration, Texas State University, San Marcos, Texas, 1989

HIGHLIGHTS

Subject Matter Expert for Part 58 Environmental Regulations

Established/Conducted Yearly Environmental Training at TDHCA in Partnership with HUD and later included GLO and TDA for Housing (Single-Family and Multifamily) and Infrastructure.

Knowledgeable in CDBG Grant Regulations and Implementation

REGISTRATIONS/ CERTIFICATIONS

Certified Floodplain Manager Amarillo, CFM#2834-15N, 2015

TRAINING

HUD CDBG-DR Advanced Training, Fort Worth, TX, February 2020

USACE - Galveston 1-Day Training, Galveston, Texas, January 2020

TFMA Managing Floodplain Development, NFIP, Corpus Christi, Texas, August 2019

including all types of housing (multifamily, single-family, buy-outs, and down payment assistance) and large infrastructure and economic development projects. She acted as a subject matter expert on Part 58 environmental requirements, and as a CFM, she provided ongoing technical assistance on floodplain requirements and issues. Cynthia helped shape the program's compliance mitigation requirements, produced a comparison of the GLO program and the regular CDBG program, and organized the HUD determinations, waivers, and policies that outline environmental review requirements for the Harvey disaster program. These are the first steps to an SOP and guidance document for GLO-specific and supporting document requirements. Cynthia also conducted the first training for the sub-recipients and vendors on behalf of GLO on the compliance requirements.

SENIOR ENVIRONMENTAL SPECIALIST, TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS, AUSTIN, TEXAS, APRIL 2006 – APRIL 2019

Cynthia guided TDHCA in their roles as a “Responsible Entity” and as “HUD” for single-family and multifamily housing projects. She trained and led a team of environmental specialists in the review of a variety of HUD Part 58 Environmental Submissions as well as programs with environmental requirements not related to Part 58:

- ◁ HOME and ESG (\$35M/\$9M HUD “formula” grant programs)
- ◁ Hurricanes Rita and Ike/Dolly (\$500M/\$1.3B Disaster Funding)
- ◁ NSP and TCAP (\$200M+ in economic stimulus funding through the HERA/ARRA allocations)
- ◁ National HTF and 811 programs (non-Part 58 Environmental Provisions)

Cynthia created protocols for compliance reviews and wrote SOPs and risk reviews for compliance. She also created and provided environmental training annually and in support of new programs as they were launched. She partnered with HUD, GLO, and TDA on training encompassing housing and infrastructure environmental requirements.

REGIONAL COORDINATOR/EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIALIST, SELF-HELP SPECIALIST, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, OFFICE OF RURAL COMMUNITY AFFAIRS, AUSTIN, TEXAS, NOVEMBER 1992 – MARCH 2006

With the State of Texas CDBG program, Cynthia served as a Regional Coordinator/EEO Specialist. Later, as the Self-help Coordinator, she developed the STEP Fund/Program in partnership with five other state agencies and two non-profits. Cynthia managed CDBG-eligible projects from inception to completion as a Regional Coordinator, ensuring these projects met all federal, state, and program requirements. She oversaw reporting as the EEO Specialist and was the fair housing backup. As the Self-help Coordinator, she developed program guidelines and policies and set funding priorities for the Texas STEP self-help program. Cynthia provided written guidance for the CDBG programs through application guides, implementation manuals, and outreach training in all these capacities.

PROFESSIONAL AFFILIATIONS

- ◁ Member, Texas Floodplain Management Association
- ◁ Member, Central Texas Association of Environmental Professionals
- ◁ Member, American Society for Testing & Materials

EMPLOYMENT HISTORY

- ◁ Vice President of Environmental Services, GrantWorks, Inc. Austin, Texas, January 2022 – Present
- ◁ Associate Vice President of Environmental Services, GrantWorks, Inc., Austin, Texas, November 2020 – December 2021
- ◁ Embedded GLO Environmental Grant Manager, GrantWorks Inc., Austin, Texas, April 2019 – October 2020
- ◁ Senior Environmental Specialist, Texas Department of Housing & Community Affairs, Austin, Texas, April 2006 – April 2019
- ◁ Regional Coordinator/Equal Employment Opportunity (EEO) Specialist, Community Development Block Grant Program, Texas Department of Housing and Community Affairs, Office of Rural Community Affairs, Austin, Texas, November 1992 – March 2006

BEN KLEESATTEL

SENIOR ENVIRONMENTAL SCIENTIST



PROFESSIONAL QUALIFICATIONS

With five years of experience handling environmental reviews at GrantWorks and 2 years of experience assisting in litigation involving land use and environmental permitting, Ben is well-versed in the needs and potential pitfalls of getting project approval. He regularly reviews the scope and design of clients' projects to ensure compliance with relevant regulations and helps scope and diagnose environmental requirements for projects in the application stage. This work requires a thorough understanding of a range of federal statutes and their implications for project design. It also requires detailed knowledge of the ins and outs of environmental review approval. Ben has spent years meeting and consulting with regulators and specialists at state and federal agencies to hash out the nuances of different environmental statutes to ensure that the path to the National Environmental Policy Act (NEPA) approval is smooth for all projects he and his team assist with.

RELEVANT EXPERIENCE

SENIOR ENVIRONMENTAL SCIENTIST, GRANTWORKS, INC., AUSTIN, TEXAS, APRIL 2020 – PRESENT

Ben has developed standard operating procedures for environmental compliance for different funding sources. This has led to comprehensive and reliable checklists, which the GrantWorks Environmental Team uses to route projects through the approval process seamlessly. For example, Ben developed a checklist that was used on a range of infrastructure projects throughout the State of Texas, funded by the American Rescue Plan.

Ben has also represented complete projects during the federal monitoring process. This involves meeting with state regulators for an in-depth review of what analysis was used to support claims about a project's environmental impact and presenting how that analysis met both statutory requirements and the project's needs.

Ben has helped implement infrastructure projects pursued under the Texas General Land Office's Disaster Recovery and Hazard Mitigation Grant programs, the Texas Department of Agriculture's Community Development, Main Street, and Downtown Revitalization programs. He has also worked on infrastructure projects funded by the U.S. Department of Housing and Urban Development, the U.S. Economic Development Administration, the Texas Parks and Wildlife Department, the Texas Department of Transportation, the American Rescue Plan, and the Congressional Earmarks Program. Examples of projects that Ben has worked on include:

Senior Environmental Scientist, Living Shoreline Revitalization Project, City of Palacios, Texas, Contract Number: 22-087-002-D227, February 2022 – April 2025, Grant Amount: \$6,814,726

This project involved the construction of several thousand feet of artificial oyster habitats to improve local ecological conditions. Because of its proximity to both commercial fishing and coastal barrier resources, special

7 YEARS

ENVIRONMENTAL EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science, Environmental Studies, University of Cincinnati, Cincinnati, Ohio, 2013

Certificate, Technical Writing, University of Cincinnati, Cincinnati, Ohio, 2013

HIGHLIGHTS

Firsthand Experience With Environmental Litigation

Research Experience With Environmental Policy

REGISTRATIONS/ CERTIFICATIONS

Certified Grant Administrator, Texas Department of Agriculture, 2024 – 2025

TRAINING

Wetland Delineation Fieldwork, Coursework in HUD, TXDOT, FEMA, and PHMSA Environmental Review Requirements

consideration was required for the necessary environmental analysis. Coordination took place with the project engineer to secure an Individual Permit obtained from the U.S. Army Corps of Engineers, as well as consultation on project design to ensure the conditions of that permit were implemented into Best Management Practices. Also, due to the potential of historic or archeological resources in the project area, a Marine Archeological Survey was commissioned. This involved coordination with the Texas Historic Commission, including meetings with the State Historic Preservation Officer to ensure project clearance in a timely manner.

Senior Environmental Scientist, Hurricane Harvey CDBG-DR Long-Term Recovery Program, Refugio County, Texas, Contract Number: 20-065-110-C306, April 2020 – December 2024, Grant Amount: \$12,662,845

This project involved improvements throughout Refugio County to infrastructure that proved inadequate or was damaged by the landfall of Hurricane Harvey. Work took place in multiple cities and included a range of activities such as the rehabilitation of pipelines through a town adjacent to a Brownfield Site, the repaving of several miles of road alongside a coastal area, the reconstruction of recreational areas that were demolished by tidal waves, and the enhancement of a malfunctioning wastewater treatment facility. Each phase of the project involved a different set of environmental factors, whose simultaneous analysis was necessary to meet project deadlines.

Senior Environmental Scientist, Hurricane Harvey CDBG-DR Street and Drainage Improvements, City of Rockport, Texas, Contract Number: 20-065-090-C25, January 2020 – October 2025, Grant Amount: \$8,320,969

This project enhanced the drainage capacity of existing facilities within a coastal city that had experienced massive damage from recent hurricanes. This included channeling through existing detention basins and the construction of headwalls to defend a local fishing community against the harmful effects of severe weather events. Because of the potential sensitivity of nearby wetland areas and the urgent need for the project, timelines were met with consideration of Clean Water Act requirements.

Environmental Scientist, Flood and Drainage Facilities Improvements, Galveston County, Texas, Contract Number: 20-065-006-C004, April 2020 – December 2021, Grant Amount: \$3,399,435

This project installed drainage pipes, excavated existing roadways, and repaired waterlines in a coastal area close to valued wetland resources. Ben provided additional review and permitting to ensure that the project did not create a significant impact, including coordination and appropriate filings with the Commissioner's Court.

Environmental Scientist, Street Improvements, Liberty County, Texas, Contract Number: 20-065-095-C264, April 2020 – April 2022, Grant Amount: \$4,921,503

This project repaired and reconstructed miles of streets damaged and destroyed by Hurricane Harvey. Many streets were in floodplains and flood-prone areas. Because of different HUD and FEMA requirements that determined which types of work were allowable and in which areas, Ben had to review the project carefully to avoid violation of federal law. Funds were received and applied without incident.

EMPLOYMENT HISTORY

- ◁ Senior Environmental Specialist, GrantWorks, Inc., Austin, Texas, February 2023 – Present
- ◁ Environmental Specialist, GrantWorks, Inc. Austin, Texas, April 2020 – February
- ◁ Grants and Contracts Specialist, University of Texas at Austin, Austin, Texas, August 2018 – March 2020
- ◁ Legal Assistance, Frederick, Perales, Allmon & Rockwell, P.C., Austin, Texas, September 2016 – August 2018
- ◁ Intellectual Property Litigation Docketing Administrator and Records Center Assistant, Frost Brown Todd, Austin, Texas, February 2014 – July 2016
- ◁ Library Services Assistant, Public Library of Cincinnati and Hamilton County, Cincinnati, Ohio, September 2007 – February 2014

BRICE BLOOMER, CFM

ENVIRONMENTAL SERVICES MANAGER



PROFESSIONAL QUALIFICATIONS

Brice Bloomer joined GrantWorks as an Environmental Scientist. He implements environmental compliance for numerous types of U.S. Department of Housing & Urban Development (HUD) funded Community Development Block Grant (CDBG) projects. Brice manages a team to research and interpret environmental compliance data to draft and compile Environmental Review Records, including Tiered Reviews; compliance with state and federal laws such as Section 106 of the National Historic Preservation Act, the Clean Air Act, the Safe Drinking Water Act, Executive Orders 11988 and 11990, the Coastal Zone Management Act, the Endangered Species Act; and more; and coordinating with state and federal agencies to facilitate environmental review and clearance.

Brice has over four years of relevant National Environmental Policy Act (NEPA) environmental compliance experience. Before joining GrantWorks, Brice was a Project Scientist at Trileaf Corporation in Austin for several years. Brice worked directly with local landowners and local and state government entities in over ten states, including Texas. Brice successfully completed over 150 NEPA Reports and environmental assessments, migratory bird studies, biological assessments, and over 100 Phase I Environmental Site Assessments (ESAs). He has worked on threatened and endangered species studies and Phase I ESAs in Arkansas, Arizona, Colorado, Florida, Iowa, Louisiana, Maryland, Massachusetts, Minnesota, Mississippi, New Mexico, Oklahoma, and Texas. Brice has experience with disaster recovery, public infrastructure construction, environmental compliance requirements for HUD-funded housing projects, parks and coastal projects, and Federal Communications Commission (FCC) regulated reports.

RELEVANT EXPERIENCE

ENVIRONMENTAL SERVICES MANAGER, GRANTWORKS INC., AUSTIN, TEXAS, NOVEMBER 2021 – PRESENT

Brice manages a team of environmental scientists to complete environmental reviews for the Texas Department of Agriculture (TDA), Texas General Land Office (GLO), Texas Department of Housing & Community Affairs (TDHCA), and more. He also obtains environmental clearances for the CDBG-Disaster Recovery (CDBG-DR) and CDBG-Mitigation (CDBG-MIT) Programs.

ENVIRONMENTAL TEAM LEAD/ENVIRONMENTAL SCIENTIST, GRANTWORKS INC., AUSTIN, TEXAS, MAY 2019 – NOVEMBER 2021

Brice guided, supported, and completed environmental reviews for the Environmental Team.

Environmental Services Manager, CDBG-DR Local Buyout and Acquisition Program, Multiple Clients, Multiple Locations, Texas, May 2019 – Present, Grant Amount: \$59,180,254

On this project, the project team tasked Brice with managing all environmental clearances in the CDBG-DR Local Buyout and Acquisition

9 YEARS

ENVIRONMENTAL EXPERIENCE

COMPANY

GrantWorks, Inc.

EDUCATION

Bachelor of Science, Environmental Studies, Texas A&M University, College Station, Texas, August 2016

HIGHLIGHTS

Multi-agency NEPA experience

Passionate

Team collaborator

REGISTRATIONS/ CERTIFICATIONS

TxCDBG Certified Administrator, Texas Department of Agriculture, 2024 - 2025

Certified Floodplain Manager, Association of State Floodplain Managers, 2021

TRAINING

Region VI Environmental Training, U.S. Department of Housing and Urban Development, 2019

PROFESSIONAL AFFILIATIONS

Member, Central Texas Association of Environmental Professionals

Program for the following localities: Austin County, Fayette County, Grimes County, City of Ingleside, City of Jasper, Liberty County, Jasper County, Milam County, Polk County, San Jacinto County, Texas City, City of Victoria, Victoria County, Waller County, City of Wharton, and Wharton County. Brice facilitates communication between state and local stakeholders and contractors to ensure environmental clearance.

Environmental Team Lead, Hurricane Harvey CDBG-DR Long-Term Recovery Program, Refugio County, Texas, Contract Number: 20-065-110-C306, April 2020 – December 2024, Grant Amount: \$12,662,845

Refugio County received funding to conduct street, drainage, water, wastewater, and public facility Infrastructure improvements to facilitate proper stormwater conveyance, reduce the impact of future flooding, provide continued ingress/egress to the area, facilitate the proper functioning of critical wastewater and water system components to minimize the effect of sewage contamination and backflow and ensure the availability of potable water, and ensure emergency response systems are fully operational in emergencies. Brice delegated project sections to other team members to clear the entire grant's environmental components as quickly as possible. Brice cleared the new communication tower because of his expertise in FCC and HUD regulations.

Environmental Team Lead, 2016 Floods CDBG-DR Multifamily Housing, City of Cross Plains, Cross Plains, Texas, Contract Number: 19-076-049-B702, February 2020 – June 2024, Grant Amount: \$2,000,000

The City of Cross Plains received funding to construct ten multifamily housing units on city-owned property. Although this was a housing project, GrantWorks incorporated an alternate sewer line (funded by the City) into the environmental review. Brice coordinated with the Texas General Land Office and contractors to maintain a safe and contamination-free site for development.

Environmental Team Lead, 2015 Floods CDBG-DR Multifamily Housing, City of Hubbard, Hubbard, Texas, Contract Number: 19-110-000-B446, May 2019 – December 2023, Grant Amount: \$1,389,089

The City of Hubbard received funding to construct eight multifamily rental housing units on city-owned land that the Hubbard Housing Authority will manage. Brice provided environmental expertise and wrote reports on behalf of the City. Extensive contamination was found near the property; therefore, GrantWorks procured Phase I ESAs and a Phase II ESA to locate the proximate origin of the contamination. Brice coordinated with the Texas General Land Office and contractors to maintain a safe and contamination-free development site.

PROJECT SCIENTIST, TRILEAF CORPORATION, AUSTIN, TEXAS, OCTOBER 2016 – MAY 2019

Brice was a Project Scientist responsible for NEPA reports, Informal Biological Assessments, SHPO procedural, and 620/621 FCC submittals. He wrote Phase I Environmental Site Assessment (ESA), Phase I Update, and Limited Site Inspection reports. He also identified Recognized Environmental Concerns (RECs) for project proposals. Brice used online federal and state databases for ESA reports. He consulted with parcel owners on the property's past/current uses, executed fieldwork observations of project sites, drafted and prepared architectural layout drawings for commercial properties, and calculated dimensions and allowances to accommodate changes. Bruce also performed migratory bird evaluations.

AMERICORPS MEMBER, AMERICAN CONSERVATION EXPERIENCE, FLAGSTAFF, ARIZONA, MAY 2016 – AUGUST 2016

Brice built trails, removed invasive species, restored habitat, and practiced environmental conservation. He worked on trails in the Grand Canyon National Park and Rogers Lake Community. He also removed invasive species at the Colorado National Monument and fenced in the Petrified Forest National Park.

EMPLOYMENT HISTORY

- ◁ Environmental Services Manager, GrantWorks, Inc., Austin, Texas, November 2021 – Present
- ◁ Environmental Team Lead, GrantWorks, Inc., Austin, Texas, May 2020 – November 2021
- ◁ Environmental Scientist, GrantWorks, Inc., Austin, Texas, May 2019 – May 2020
- ◁ Project Scientist, Trileaf Corporation, Austin, Texas, October 2016 – May 2019
- ◁ AmeriCorps Member, American Conservation Experience, Flagstaff, Arizona, May 2016 – August 2016

SEAN MARTINEAU, CFM

SENIOR ENVIRONMENTAL SCIENTIST



PROFESSIONAL QUALIFICATIONS

With 6+ years of experience, Sean Martineau joined GrantWorks in June 2021 as a Senior Environmental Scientist. He implements NEPA environmental compliance for U.S. Department of Housing & Urban Development (HUD) funded Texas Community Development Block Grant (TxCDBG) projects. Project types include Community Development, Colonia Construction, Community Enhancement, Disaster Recovery, and Disaster Relief. Sean has experience conducting historical and environmental reviews requiring the Federal Communications Commission (FCC) as a federal nexus, including the National Environmental Policy Act (NEPA) reviews of varying levels (Categorical Exclusions, Environmental Assessments, and Environmental Impact Statements), NHPA Section 106 reviews, and Formal/Informal Biological Assessments (Federal ESA Section 7). He evaluates and performs Phase I Environmental Site Assessments for raw land and commercial facilities following ASTM-E 1527-13. He also has extensive experience delineating wetlands, performing jurisdictional determinations based on the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, and identifying threatened and endangered species and their habitat. Since joining GrantWorks, Sean has used his skills to perform NEPA reviews following HUD 24 CFR Part 58 for communities.

Sean's role within the environmental field has centered around studying, delineating, and permitting projects impacting wetlands. Sean has worked and successfully permitted projects for private developers, the Texas Department of Transportation (TxDOT), and many cities and counties across Texas. With years of experience working with wetlands, Sean has extensive knowledge of USACE regulations, the waters deemed jurisdictional by Section 404 of the Clean Water Act, and how the permitting process can impact a project's timeline.

RELEVANT EXPERIENCE

SENIOR ENVIRONMENTAL SCIENTIST, GRANTWORKS, INC., DALLAS-FORT WORTH, TEXAS, JULY 2021 – PRESENT

Sean researches and interprets environmental compliance data to draft and compile Environmental Review records and compliance with state and federal laws such as Section 106 of the National Historic Preservation Act, Clean Air Act, Safe Drinking Water Act, Executive Orders 11988 and 11990, Coastal Zone Management Act, and the Endangered Species Act. He coordinates with state and federal agencies to facilitate environmental review and clearance. His experience includes working on community development streets, sewers, utility lines, water utility lines, first-time sewer and water lines, wastewater treatment plants, water treatment plants, and stormwater drainage improvement projects. With years of experience in permitting projects that impact wetlands, Sean consults on where wetlands are present.

6 YEARS

PROJECT MANAGEMENT AND ENVIRONMENTAL SPECIALIST

COMPANY

GrantWorks, Inc.

EDUCATION

Master of Science, Bioresource Engineering, Integrated Water Resource Management, McGill University, Montreal, Canada, 2020

Bachelor of Business Administration, Finance, Texas A&M University, College Station, Texas, 2018

HIGHLIGHTS

NEPA Reviews

Phase I & II Environmental Site Assessments

Extensive Wetland Permit Experience

REGISTRATIONS/ CERTIFICATIONS

Certified Floodplain Manager (CFM), 2021, 4061-21N

Certified Grant Administrator, Texas Department of Agriculture, 2024 - 2025

Senior Environmental Scientist, Flood and Drainage Improvements and Shelter Expansion, Texas City, Texas, Contract Number: 24-065-018-E175, December 2024 – April 2025, Grant Amount: \$8,012,700

Sean managed the implementation of a federally funded flood and drainage improvements and shelter expansion project by ensuring environmental compliance and regulatory coordination under the Texas General Land Office's CDBG-MIT program. Sean ensured compliance with NEPA, HUD, and state environmental regulations by conducting environmental assessments, including wetlands and floodplain reviews, endangered species evaluations, and historic and cultural resource considerations. He coordinated with engineers and city officials to assess environmental constraints and integrate mitigation measures into the project design. He oversaw compliance with stormwater management regulations, public engagement requirements, and Section 106 of the National Historic Preservation Act. Sean assisted in grant administration by monitoring project progress, ensuring adherence to funding requirements, and supporting reporting efforts. He provided environmental oversight for the installation of storm sewer infrastructure, culverts, ring gates, and other drainage improvements, as well as the 5,000-square-foot shelter expansion, including generator installation and utility connections.

Senior Environmental Scientist, Flood and Drainage Improvements, City of Rosenberg, Texas, Contract Number: 22-085-002-D222, March 2023 – July 2024, Grant Amount: \$48,066,621

Sean led environmental compliance and regulatory oversight for a highly complex \$48 million federally funded flood and drainage improvements project for the City of Rosenberg. The project spanned multiple miles of channel improvements and involved the construction of detention ponds, requiring significant land acquisition and the clearing of forested areas. Sean oversaw environmental assessments, including wetlands delineations, threatened and endangered species reviews, and extensive archaeological surveys across multiple properties to ensure compliance with NEPA, HUD, and state regulations. He coordinated with local, state, and federal agencies to navigate permitting challenges, mitigate environmental impacts, and secure approvals. He also managed grant reporting, monitoring, and stakeholder engagement to ensure regulatory adherence and project success.

ENVIRONMENTAL SCIENTIST, BGE, INC., AUSTIN, TEXAS, JANUARY 2020 – JUNE 2021

- ◁ Worked with USACE to conduct Approved and Preliminary Jurisdictional Determinations for private development clients and consulted on the use of Nationwide Permits
- ◁ Managed over \$100,000 in the budget to lead 12 land development projects, including Jurisdictional Determinations, Phase I and II Environmental Site Assessments, Material Assessment Reports, and City of Austin Environmental Resource Inventories
- ◁ Worked over 700 hours on major transportation projects for clients seeking NEPA compliance and managed the completion of reports such as an Induced Growth and Cumulative Impacts Analysis, Hazardous Materials Initial Site Assessment, Surface Water Analysis, Section 404/10 Impacts Table, and a Waters of the U.S. Delineation Report
- ◁ Built, presented, and implemented an automated financial tracking system for executives
- ◁ Used company historical billing data to expand financial tracking system to approximate longevity of current revenue streams, built future revenue forecasts, created project manager monthly goals, and tracked over \$2.5 million worth of project budgets
- ◁ Training with Air Quality Dispersion Modeling software SCREEN3 and knowledge of applying for air quality permits
- ◁ Assessed and mitigated impacts on endangered species, such as the golden-cheeked warbler, for land development projects

EMPLOYMENT HISTORY

- ▶ Senior Environmental Scientist, GrantWorks, Inc., Houston, Texas, June 2021 – Present
- ▶ Environmental Scientist, BGE, Inc., Austin, Texas, January 2020 – June 2021
- ▶ Environmental Services intern, BGE, Inc., Austin, Texas, May 2019 – August 2019
- ▶ Analytics Intern, Kubota Tractor Corporation, Grapevine, Texas, May 2018 – August 2018
- ▶ Finance Intern, Altair Global, Plano, Texas, May 2017 – August 2017
- ▶ Finance Intern, Wingstop, Dallas, Texas, May 2016 – August 2016

RESUME

Charles C. A. Mgbeike, P.E.
Sr. Structural Engineer

Experience

APEX Consulting Group, Inc. Houston Texas: 1998-2011 & 2017 to Present
Principal Civil/Structural Engineer:

- Structural Design of various commercial & Industrial projects: Schlumberger, Fort Bend County, Harris County, Houston Community College System, and Federal Correctional Institute. Civil/ Structural design, Review vendor drawing, geotechnical report, topo survey, and building specifications. Review submittals and respond to requests for information. Conducted site inspection to resolve construction conflicts. Performs structural failure analysis to determine the cause and origin of failure.

WoodGroup, Houston Texas – 2011-2017

Lead Civil/ Structural Engineer on several large pipeline / facilities projects including:

- **Energy Transfer Company – Dakota Access Pipeline**
Civil/ Structural Engineering Lead:The Dakota Access Pipeline (DAPL) and Energy Transfer Crude Oil Pipeline (ETCOP) Project is a 1,159-mile long, cross-country pipeline that transports 600 MBPD of crude oil between Stanley, North Dakota and the Trunkline tie-in near Johnsonville, Illinois. The \$3.8 Billion project includes several pump stations, meter stations, mainline valve (MLV) and Launcher/ Receiver sites. Supervised and assigned work to engineers and designers. Provided project documents (specifications, design basis, geotechnical scope of work, construction scope of work, etc.); and designed and reviewed foundation and steel drawings.
- **Consumers Energy Company St. Clair plant Upgrade – Ira Township, Michigan**
Civil/ Structural Engineering Lead: A gas compression project in St. Clair County, Michigan. Provided all project documents (specifications, design basis, construction scope of work etc.) and design calculations for all equipment foundations and support structures: compressor building, compressors, exhaust stacks, vertical vessels, coolers, auxiliary and regen buildings, Stand-by Generator, tanks, and cable tray racks.
- **Consumers Energy Company Freedom Mitigation Project: – Freedom, Michigan**
Civil/ Structural Engineering Lead: A gas Compression Station – Designed the compressor building, foundations for gas compressors, exhaust stacks, coolers, and cable trays.
- **Shell Westward Ho Pipeline Project - Texas / Louisiana**
Civil/ Structural Engineering Lead: A 210 Mile Crude oil Pipeline from St. James, LA to Nederland, TX. Project included three (3) pump stations, one (1) meter station, several mainline valve (MLV) and Launcher/ Receiver sites. Provided project documents (specifications, design basis, construction scope of work etc.) and designed equipment foundations and steel structures.
Civil/ Structural Engineering Lead: Pump Station expansion project in West Texas. Designed pump buildings, pump foundations, pipe & cable tray supports.

Qualifications

Education

BS, Civil Engineering, Texas Tech University, Lubbock TX

B. Architecture, Texas Tech University, Lubbock TX

Registrations / Certifications / Licenses

Licensed Professional Engineer (Structural) – TX 73307

Standards / Codes

ACI, AISC, ASCE, IBC

Software / Skills

- STAAD Pro
- Mat3D
- Foundation 3D
- AutoCAD
- Mathcad

CAPABILITY STATEMENT

APEX Consulting Group, Inc (ACG) is a local small business with expertise in Engineering & Construction Services. ACG is City of Houston MBE/DBE certified, Metro/Port of Houston SBE certified, State of Texas HUB certified, and SBA 8(a) certified.

ACG is licensed to practice engineering in the State of Texas (TX Firm #2645). Our staff is qualified and has the expertise to support your project. Hard work, honesty, and integrity are the guiding principles at ACG.

CORE CAPABILITIES:

- Structural Engineering
- Forensic Engineering
- Construction Management /Inspections

DIFFERENTIATORS

- 25+ years' experience in structural failure analysis
- Excellent Customer Service
- Attention to details & excellent report writing
- Quality and timely service.



SBA 8(a) Certified
(2016 - 2027)
CAGE Code:
32DY6

DUNS No:
008703530

City of Houston:
MBE/ DBE

Metro:
SBE

Port of Houston:
SBE

State of Texas:
HUB & TXDOT DBE

NAICS Codes:
541310
541330
541340
541350
236210
236220

ACG Core Values

S - Safety
Q - Quality
I - Integrity
I - Innovation
T - Teamwork

Contact information

Charles Mgbeike, P.E.
President

Phone: (832) 512-6000

Email:
info@apexengroup.com

Website:
www.apexengroup.com

Address:
9888 Bissonnet St, #415
Houston, Texas 77036

Randall Harris, Registered Architect, NCARB

EDUCATION

- Bachelor of Science in Architecture, University of Texas at Arlington, 1975
- Bachelor of Science in Christian Ministry, College of Biblical Studies, 2005
- Houston Community College Systems Adjunct Professor, 2014-2020

EXPERIENCE

Mr. Randall Harris is a Registered Architect with Registrations in Texas, Florida, Louisiana, Mississippi, Oklahoma and Arkansas. He is a member of the National Council of Architectural Registration.

Adjunct Professor at Houston Community College Systems.

He has years' experience in planning, architectural design, and construction administration. Here is a partial list of relevant experiences.

- FBC Kitty Hollow Park Maintenance Building & Pavilion Pad Sites, Missouri City, Texas,
- FBC Rosenberg Animal Control & Storage Building, Rosenberg, Texas.
- High Tech-Billal Warehouse Building B Build-Out, Houston Texas
- FBC Abe & Lizzie Daily Park, 4026 Nails Road, Simonton, Texas
- FBC Passport Office Build-Out, 1422 Eugene Hermann Circle, Richmond, Texas,
- Fort Bend County HM-EMS Medic 6 First Responder Facility, Design is Currently Underway.
- New Construction, Tampa Assisted Living & Private Residence Facility. A Three-Story Extended Living Facility with a Third Level Private Owner's Suite. (Fall 2017 Construction Start-up).
- New Construction, Oakland Elementary School in Richmond, Texas in Fort Bend County. A New 12,874 Square Foot Canopy Over an Existing Open-Air Recreational Basketball Court.
- Houston Independent School District, Renovation of East Early High School, Houston, Texas,
- Project Architect (CDGCE) for Fifth Ward Multi-Purpose Center, Phase I, a 16,684 Square Foot Single-Story Expansion and Phase II, a 25,674 Square Foot Single-Story Renovation Project; Houston, Texas
- Project Architect (STOA Architects) for METRO LRT, Houston, Texas
- Extensive Research of deeds on all types of projects for both City and County governments.

Gar Li, PE

Education **The University of Oklahoma, Norman, Oklahoma**
Bachelor of Science in Electrical Engineering
Registered Professional Engineer in Texas
Registered Professional Engineer in Louisiana

Experience

Mr. Gar Li, P.E. is a licensed engineer with a wide range experience in Mechanical, Electrical, and Plumbing (MEP) engineering for 25+ years. He was in the military at Fort Hood Texas from 1990 to 1993 and graduated from the University of Oklahoma in Electrical Engineering in 1999. Upon graduation, he worked for the U.S. Army Corps of Engineers on several federal projects such as barracks, family housing, fire stations, and hospitals. He performed electrical design and cost estimating on Army's family housing revitalization projects. His other experience is as follows:

Day Brown & Rice:

He designed various projects ranging from new schools, retail, and churches to industrial warehouses under direct supervision of a professional electrical engineer. Performed electrical load analysis per NEC guideline, short circuit and voltage drop calculation, protective device coordination using SKM power tools. Familiar in sizing conduit, wire, fuses, circuit breaker, enclosures, motor control center, emergency power generator, VFD, and transfer switch. Experienced in UPS, fire alarm, security, and data cabling system layout and specification.

Redding Linden Burr Consultant Engineers

Electrical engineer on variety commercial and K-12 projects. Ran Comcheck and Rescheck energy compliance program. Wrote Division 16 Electrical Specifications and Division 15 mechanical specification.

Bechtel Corporation

Worked on the Reliance Jamnagar Export Refinery Project in India, responsible for major equipment quotation, data sheet, and area classification. Worked on Shell's Ultra Low Sulfur Diesel and ConocoPhillips's Vacuum Delayed Coker Project located in Borger, TX. Responsible for major electrical equipment requisition (transformer, switchgear, MCC, UPS). Load flow, load analysis, and motor starting analysis using SKM/ETAP

Commonwealth Engineering & Construction

As Senior Electrical Engineer on the Calumet refinery expansion project located in Shreveport, Louisiana. Assist in setting up and maintaining overall project procurement schedule (1000+ activities) using Primavera, interface with engineering group, construction, contracts and procurement to identify procurement scope and critical path procurement items. Develop project staffing plan to track actual and forecast man-hours and provide input to monthly report and change management system. Also develop resource loaded level 3 schedule in Primavera, conduct progress assessments, schedule impact analysis, resource loading and corrective action planning. Monitor and update schedule with progress & remaining duration biweekly. Familiar with scheduling software (Primavera, MS Project), estimating software (Timberline, Success)



AMANDA RICHARDSON



LANDSCAPE ARCHITECT

Amanda is a versatile landscape architect with a focus on site development. AWR Designs has provided services for hundreds of site development-type projects to date. She offers a unique skill set that blends analysis, planning, and design. She has a diverse range of project experiences, including parks, trails, master-planned communities, health-care facilities, commercial/retail spaces, restaurants, and offices, as well as hospitality, religious, multifamily, single-family, industrial, municipal, and institutional projects. Her projects are located throughout the South and Southwest. Amanda is an excellent communicator and project manager. She has unmatched responsiveness, and she strives to deliver quality designs in the most efficient, effective manner possible.

EXPERIENCE

20 years

EDUCATION

Bachelors of
Landscape
Architecture,
Minor Horticulture,
Texas Tech University

LICENSES AND REGISTRATIONS

Landscape Architect:

TX #2754
AR #9162
KS #LA-128
LA #R-652
MO #2017004974
NM #506
NV #1019
OK #392
TN #1087
IN # LA21800003
CO #1484
SD #15388
MS #25
NC #2246
ND #162
SC #1582
AZ #75119
MT #25519

CLARB Certified

PROFESSIONAL AFFILIATIONS

American Society of
Landscape Architects
-Past Texas Chapter Service

- *DFW Section Treasurer*
- *State Conf.Co-Chair*
- *Austin Chair*
- *Austin Chair-Elect*
- *Austin Section Secretary*

Lone Star Irrigation
Association Member

WORK EXPERIENCE

Municipal/State/Tribe

- City of Denton Sample Landscape Plan
- Parker County Ambulance Facility, Brock
- DPS Irrigation, Laredo, Texas
- Stewart Park, Tyler
- Tyler Rose Garden, Tyler
- Jacksonville City Hall, Jacksonville
- TxDOT Fort Bend/Waller Area Office Remodel, Rosenberg
- TxDOT Green Ribbon Project, Godley
- Detention Facility, Turtle Mountain Band of Chippewa Indians Reservation, Belcourt, North Dakota
- BIA Shonto Prep School, New Mexico
- SWOT 25-Bed Adult Detention Facility, Agency Village, South Dakota
- City Park Updates, Godley
- Parks, Recreation and Trails Master Plan, Seguin
- Patterson Park Updates, Longview
- Lois Jackson Park Updates, Longview
- McWhorter-East Park Updates, Longview
- McWhorter-West Park Updates, Longview
- Stamper/Womack Park Updates, Longview
- Spring Creek Park Updates, Longview
- Rollins Park Updates, Longview
- Spring Hill Park Updates, Longview
- Pecan Grove Administration Building, Richmond
- Downtown Park, Sapulpa, Oklahoma
- Katy United Volleyball Center, Katy
- Town Creek Trail, Weatherford
- Blackfeet Detention Facility, Browning, Montana
- Comprehensive Plan, Seguin
- Comprehensive Plan, Celina

Roadway/Parkway/Irrigation

- Westmoreland Road, DeSoto
- Military Parkway, Dallas
- Casa View Roadway, Dallas
- Big Sky Ranch- Lone Peak Way Phase 1 and 2, Dripping Springs
- Fireside Park- West Windsor Drive, Denton
- Elm Street/Poydras Street/Alley Project, Lewisville
- College Street Renovations, Lewisville
- Creekside Estate Phase 4, Terrel
- Tranquility Park, Harris County
- Peppergrass Entry and Common Areas, Elgin
- Grace Meadows Entry and Major Roadway, New Braunfels
- Heritage West, Dripping Springs
- Navarro Ranch Roadway, Amenity Center and Entries, Guadalupe County
- Horizon Lakes, Leander
- Pines at Seven Coves, Conroe
- Crescent Hills-Multiple Phases Roadway, San Antonio
- Grace Meadows Amenity Center, New Braunfels
- Ruby Crossing Amenity Center, San Antonio, Texas
- Big Sky Ranch Amenity Center Irrigation, Dripping Springs
- Parkside, New Braunfels
- Wolf Lakes Development, Georgetown
- Lost Woods Preserve Amenity Center, Leander
- Crescent Hills Amenity Center, San Antonio
- Cardinal Ridge Entry, San Antonio
- Mill And Purnell Streets, Lewisville
- 4933 Byers Irrigation, Fort Worth
- Parkside Amenity Center, New Braunfels

4. Financial Stability

Question A: Has your Company ever failed to complete any work awarded to it in the last ten (10) years?

Answer: No.

Question 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?

Answer: No.

Question 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.

Answer: No.

5. Required Forms

- A. Vendor Information Form**
- B. W-9 Form**
- C. Tax Form/Debt/Residence Certification**
- D. Current Certificates of Insurance**





COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Kaluza, Inc.			
Business Name (if different from legal name)				
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business?	
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt	44	
Federal ID # or S.S. #	74-2176762	SAM.gov Unique Entity ID #	MR7JVEDJQKX7	
SAM.gov CAGE / NCAGE	5RF51			
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____			
Remittance Address	3014 Avenue I			
City/State/Zip	Rosenberg, Texas 77471			
Physical Address	3014 Avenue I			
City/State/Zip	Rosenberg, Texas 77471			
Phone Number	281-341-0808			
E-mail	lturner@kaluzainc.com			
Contact Person	Llarance L. Turner, RPLS - President			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u>	<u>Exp Date</u>
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	_____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)	541330 and 541370			
Signature of Authorized Representative				
Printed Name	Llarance L. Turner, RPLS			
Title	President			
Date	April 8, 2025			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

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.

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:

Kaluza, Inc.

(Company/Contractor)

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

Llarance L. Turner

Contractor Signature

4/8/2025

Date

Llarance L. Turner, RPLS

Printed Name

President

Title

EXHIBIT A

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Kaluza, 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.

- 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 Kaluza, 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 Llarance L. Turner

President

Title

April 8, 2025

Date

EXHIBIT D

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

Kaluza, 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 contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a 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 Llarance L. Turner

April 8, 2025
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 8th date of April, 20 25.

By Llarance L. Turner

(signature)

Llarance L. Turner

(typed or printed name)

President

(title, if any)

RFQ 25-039 -

Covered Action: Engineering Consulting Services for Federally Funded Projects for Fort Bend
(type and identity of program, project or activity) County Community Development

EXHIBIT F

SECTION 504 CERTIFICATION

**POLICY OF NONDISCRIMINATION ON THE BASIS
OF DISABILITY**

The Company 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) Kaluza, Inc.

(Address) 3014 Avenue I

Rosenberg, Texas 77471

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.

Kaluza, Inc. acknowledges receipt of Section 3 Clause and agrees to comply with all applicable Section 3 requirements as it pertains to the awarded project.

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.

Kaluza, Inc. acknowledges receipt of Contractor's Requirements and agrees to comply with all applicable Section 3 requirements as it pertains to the awarded project.

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:

N/A

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 Not at this time, for professional services
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) Fort Bend on Section 3 efforts and accomplishments.

Kaluza, Inc.

Name of Contractor/Subcontractor

3014 Avenue I, Rosenberg, Texas 77471

Address

Llarance L. Turner

Printed Name

President

Title



Signature

April 8, 2025

Date

***Bidder means Proposer.**

**CERTIFICATION OF BIDDER
REGARDING SECTION 3
AND SEGREGATED FACILITIES**

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

Kaluza, Inc.

Name of Proposed Contractor

RFQ 25-039-Professional Engineering Consulting
Services for Federally Funded Projects for
Fort Bend County Community Development
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 Llarance L. Turner

Title President

Llarance L. Turner
SIGNATURE

April 8, 2025
DATE

NOTE: Not for Construction, but for RFQ 25-039 - Professional Engineering Consulting Services for Federally Funded Projects for Fort Bend County Community Development

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	

N/A

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.

N/A

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	<input type="checkbox"/>
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	<input type="checkbox"/>
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	<input type="checkbox"/>

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.

Llarance L. Turner
Signature

April 8, 2025
Date Signed

Printed Name Llarance L. Turner Title President

Company Name Kaluza, Inc.

Address 3014 Avenue I, Rosenberg, Texas 77471 Telephone (281) 341-0808

Kaluza, Inc. is not a Section 3 Business Concern.

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.

N/A

Place Check	Household/ Family Size	Income Limit
<input type="checkbox"/>	1	
<input type="checkbox"/>	2	
<input type="checkbox"/>	3	
<input type="checkbox"/>	4	
<input type="checkbox"/>	5	
<input type="checkbox"/>	6	
<input type="checkbox"/>	7	
<input type="checkbox"/>	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 Llarance L. Turner, President

April 8, 2025
Date Signed

Kaluza, Inc. is not a Section 3 Business Owner.

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	Labor Hour Percentage Results	%
N/A	*Section 3 Worker Benchmark = 25%	
Total Labor Hours:	*Targeted Section 3 Worker Benchmark = 5%	
All Section 3 Worker Labor Hours:	Section 3 Worker Percentage:	00.00%
Targeted Section 3 Worker Labor Hours only:	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.

Llarance L. Turner


Signature

April 8, 2025

Date Signed

Printed Name

Kaluza, Inc. acknowledges receipt of Final Section Utilization Report and agrees to comply with all applicable Section 3 requirements as it pertains to the awarded project.

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@fortbendcountytexas.gov

Website: www.fortbendcountytexas.gov/government/departments/community-development

Kaluza, Inc. acknowledges receipt of Opportunity for Work and agrees to comply with all applicable Section 3 requirements as it pertains to the awarded project.

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 additional 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 C

Community Development Rate Sheet



**FORT BEND COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
RFQ25-039 RATE SHEET**

Position	Hourly Rate
Project Manager	205
Senior Engineer	185
Civil Engineer	150
Environmental Specialist	180
Senior Environmental Scientist / NEPA Specialist	180
Archaeologist / Cultural Specialist	165
Biologist / Wetlands Specialist	165
Design Technician	110
Permitting Specialist	130
QA/QC Inspector	125
GIS Analyst / Technician	110
Environmental Field Technician	125
Administrative Support	90

Exhibit D

HUD & CDBG Federal Clauses

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://hudexchange.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

KP George 9-1-2020
By: _____
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) Fort Bend County	3a. Grantee's 9-digit Tax ID Number 746001969	3b. Grantee's 9-digit DUNS Number 081497075
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 301 Jackson St Richmond, TX 77469-3108	4. Date use of funds may begin 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) Stacia L. Johnson		Grantee Name (Contractual Organization) Fort Bend County (Fort Bend County)	
Title CPD Director		Title County Judge	
Signature X	Date 08/25/2020	Signature X <i>KP George</i>	Date (mm/dd/yyyy) 9-1-2020

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 07/16/2020	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 08/25/2020	
11. Amount of Community Development Block Grant		9c. Date of Start of Program Year (09/01/2020)	
a. Funds Reserved for this Grantee		FY (2020) \$3,312,239	FY (2019) \$ 130
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
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)					10. Date of Obligation (HUD Official's Date of Signature)
<input type="checkbox"/> Not applicable <input type="checkbox"/> Attached					(mm/dd/yyyy) 08-25-2020
11. Indirect Cost Rate*			12. Period of Performance		
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	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 <i>KP George</i>	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) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		14. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> 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 <u>X</u>	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 <u>X</u> <i>KP George</i>	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.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

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 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.

The following clause applies for all non-construction contracts.

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 or 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, 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).

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

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.

The following clause applies only for contracts of \$100,000 or more.

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 Contractor 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 or 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.

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://hudexchange.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

KP George 9-1-2020
By: _____
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) Fort Bend County	3a. Grantee's 9-digit Tax ID Number 746001969	3b. Grantee's 9-digit DUNS Number 081497075
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 301 Jackson St Richmond, TX 77469-3108	4. Date use of funds may begin 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) Stacia L. Johnson		Grantee Name (Contractual Organization) Fort Bend County (Fort Bend County)	
Title CPD Director		Title County Judge	
Signature X	Date 08/25/2020	Signature X <i>KP George</i>	Date (mm/dd/yyyy) 9-1-2020

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 07/16/2020	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 08/25/2020	
11. Amount of Community Development Block Grant		9c. Date of Start of Program Year (09/01/2020)	
		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 N/A	12b. Name and complete Address of Public Agency
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) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Date of Obligation (HUD Official's Date of Signature) (mm/dd/yyyy) 08-25-2020	
11. Indirect Cost Rate*		12. Period of Performance Date in Box #10 - 09/01/2028	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
---	---		
---	---		
---	---		
---	---		

* 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 <i>KP George</i>	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) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		14. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> 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 <u>X</u>	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 <u>X</u> <i>KP George</i>	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.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

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 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.

The following clause applies for all non-construction contracts.

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 or 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, 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).

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

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.

The following clause applies only for contracts of \$100,000 or more.

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 Contractor 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 or 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.