



## 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 expressly states, and the parties mutually agree that the terms and conditions of the SOW/Addendum 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/Addendum and in consideration for the Services actually performed by Contractor in relation to each such deliverable identified in the SOW, County agrees to pay Contractor for Services rendered in accordance with the following process:

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

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

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

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

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

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

## **VI. STANDARD OF CARE**

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

## **VII. INDEPENDENT CONTRACTOR**

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

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

## VIII. INSURANCE

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

- (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- (e) Professional Liability insurance with limits not less than \$1,000,000.

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

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

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

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

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

## **IX. INDEMNIFICATION**

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

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

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

## **X. SAFETY AND HEALTH STANDARDS**

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

## **XI. INSPECTION OF BOOKS AND RECORDS**

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

## **XII. PERSONNEL**

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

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

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

## **XIII. WARRANTY**

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

#### **XIV. ASSIGNMENT**

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

#### **XV. SUCCESSORS AND ASSIGNS BOUND**

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

#### **XVI. TRAVEL**

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

#### **XVII. FORCE MAJEURE**

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

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other 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: Infrastructure Engineering, Inc.  
Attn: Aaron Patterson, PE  
Vice President, Business Development  
1000 Louisiana St., Suite 1990  
Houston, Texas 77002

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

## **XX. NO WAIVER OF JURY TRIAL**

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

## **XXI. STATE LAW CONTRACTING REQUIREMENTS**

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

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

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

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

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

## **XXII. HUMAN TRAFFICKING**

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

## **XXIII. PUBLIC INFORMATION ACT**

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

## **XXIV. CONFIDENTIAL AND PROPRIETARY INFORMATION**

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

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

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

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

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

**XXV. ARBITRATION/LITIGATION WAIVER/ATTORNEY'S FEES**

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

**XXVI. ELECTRONIC AND DIGITAL SIGNATURES**

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

**XXVII. OWNERSHIP AND REUSE OF DOCUMENTS**

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

**XXVIII. COMPLIANCE WITH LAWS**

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

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

**XXIX. INDEMNIFICATION BY COUNTY**

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

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

### **XXX. CONFLICT**

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

### **XXXI. USE OF COUNTY NAME**

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

### **XXXII. COUNTY DATA**

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

### **XXXIII. TAXES**

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

### **XXXIV. PUBLICITY**

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

### **XXXV. FEDERAL CLAUSES**

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

**XXXVI. SEVERABILITY**

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

**XXXVII. CAPTIONS**

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

**XXXVIII. ENTIRE AGREEMENT**

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

*{EXECUTION PAGE FOLLOWS}*

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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**

**INFRASTRUCTURE ENGINEERING, INC.**

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Aaron Patterson, PE  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

3/27/2026  
\_\_\_\_\_  
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](mailto: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<br>(top line of W9)                                             |                                                                        |                                      |                       |                    |
| Business Name<br>(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<br>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](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 <sup>th</sup> |

**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](mailto: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.**

|                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                         |
|                                                                   | <b>2</b> Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |
|                                                                   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><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<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> 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.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |                                         |
|                                                                   | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |
|                                                                   | <b>5</b> Address (number, street, and apt. or suite no.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Requester's name and address (optional) |
|                                                                   | <b>6</b> City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |
|                                                                   | <b>7</b> 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.

|                                       |  |  |  |   |  |  |   |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  | - |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |   |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  |   |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | 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](http://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:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - 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
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)                                                                                                                                | The minor <sup>2</sup>                                                                                  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law                                          | The grantor-trustee <sup>1</sup><br><br>The actual owner <sup>1</sup>                                   |
| 5. Sole proprietorship or disregarded entity owned by an individual                                                                                                                         | The owner <sup>3</sup>                                                                                  |
| 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 <sup>4</sup>                                                                               |
| 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                                                                                               |

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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:

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(Company/Contractor)

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

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Contractor Signature

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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](http://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](http://www.eeoc.gov).

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## 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](mailto: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.

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## 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](http://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](http://www.eeoc.gov).

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## 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.

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## 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**

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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/<br>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/<br>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

|                              |                           |
|------------------------------|---------------------------|
| <b>Name of CDBG Grantee:</b> | <b>CDBG Grant Number:</b> |
| <b>Wage Decision Number:</b> |                           |

| 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% |

|                                           |                       |
|-------------------------------------------|-----------------------|
| <b>Name of Contractor/Sub Contractor:</b> |                       |
| <b>Mailing Address:</b>                   |                       |
| <b>Telephone Number:</b>                  | <b>Email Address:</b> |

### 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](mailto:communitydevelopment@fortbendcountytexas.gov)

Website: [www.fortbendcountytexas.gov/government/departments/community-development](http://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.

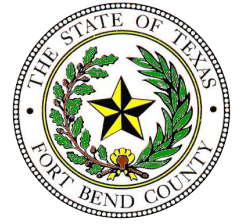
In general, this requires concurrence from the Texas Historical Commission for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

**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



**IU Health Bloomington  
at the Regional Academic  
Health Center**

**RESPONSE TO:**

RFQ 25-039

RFQ - Fort Bend County

# **Engineering Consulting Services for Federally Funded Projects for Fort Bend County Community Development**

*April 08, 2025*

*In association with:*





April 08, 2025

Fort Bend County  
Purchasing Department  
Cheryl Krejci  
Assistant Purchasing Agent  
Travis Annex  
301 Jackson, Suite 201  
Richmond, Texas 77469

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

Dear Cheryl Krejci:

IEI is a majority African American-owned, full-service civil design engineering and construction management firm, employing nearly 200 talented professionals in 8 offices across the country. We are an award-winning firm with excellent performance evaluations for our work with multiple transportation agencies. For over 26 years, IEI has served public and private organizations by delivering high-quality, sustainable solutions, and we are currently managing dozens of on-call, task order contracts across our markets. **IEI is S/M/DBE certified.**

Our office in Houston reflects our commitment to our mission: to transform, inspire, and enrich communities by reimagining infrastructure. Many of our engineers, including our local staff, hold PE licenses from multiple states and regularly work across markets, increasing their breadth and depth of experience, which ultimately benefits our clients by providing a wealth of knowledge to solve engineering challenges.

**A Proven Track Record of Transformative Projects** IEI brings extensive experience in civil, structural, and construction inspection, along with a deep understanding of Fort Bend County's needs to deliver tailored solutions. We are the prime consultant on 70% of our projects, which range in value from \$5M to \$300M in construction costs.



**Chicago Housing Authority (CHA) | Renovation & Redevelopment of Altgeld Garden and Murray Homes Complex Homes**

This project encompassed the complete renovation of the 160-acre public housing complex on the far South Side of Chicago, a historically under-served community.

IEI oversaw the entire civil engineering scope, which included **site demolition, grading, paving, ADA ramps, accessible walkways**, parking lots, play areas, driveways, dumpster enclosures, roadway, design of sanitary and storm sewers, reconstruction of existing sewers, storm water management, total replacement of existing water service lines, addition to new fire hydrants, total replacement of existing electrical and communication lines, selective replacement of gas lines, gas lines, utility coordination, and permitting. IEI managed the relationship with the City and all stakeholders.



## Why Select Our Team?

We have carefully curated a team that not only meets but aims to exceed the specified qualifications. Our selection process has been shaped by our past experiences, successful working relationships, and a deep understanding of the project's scope. This combination ensures that our team possesses both the technical competence and hands-on experience needed to meet the unique demands of this project.



Schedule-Driven



Superior  
Coordination



Technical  
Excellence

**A Dynamic and Collaborative Team** For the RFQ, IEI has assembled a multidisciplinary team of experienced professionals and trusted subconsultants.

Halff

RODS Surveying, Inc. (RODS)

Maestas & Associates, LLC

Ninyo & Moore Geotechnical &  
Environmental Science Consultants

Geotech Engineering and Testing (GET)

**Leadership Aligned with Project Goals** IEI has worked for various municipalities, counties and state agencies since its inception over 26 years ago. IEI is experienced as both a prime and subconsultant in multiple markets. We are known to be proactive, reliable and responsible. We are fully capable to coordinate the subconsultant team's specific experience to provide design solutions, as well as bid and construction phase support, to successfully deliver projects that benefit Fort Bend County residents and all stakeholders.

Our proposed **Project Manager, Corbin Doss, PE, PTOE** and **Lead Drainage Engineer, Cosme Reyes, PE, CFM**, both from IEI, bring over two decades of experience delivering large, complex transportation engineering projects in urban settings under aggressive schedules that require attention to detail, constant coordination and personal accountability for successful delivery. We will provide comprehensive professional engineering services through all phases of the project. Our approach will integrate advanced engineering practices, innovative solutions, and an unwavering commitment to the project's objectives.

Thank you for considering our submission. We are eager to collaborate with Fort Bend County on these important projects and are confident in our ability to deliver high-quality, sustainable solutions. Should you have any questions or need further information, please do not hesitate to contact me directly.

Sincerely,

**Mr. Aaron Patterson, PE**

Vice President, Business Development


E: [apatterson@infrastructure-eng.com](mailto:apatterson@infrastructure-eng.com)

P: 312.960.1244

F: 312.425.9564



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Bellevue Hospital  
Campus Coastal Resiliency

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# IEI's Executive Summary

IEI understands that Fort Bend County seeks a qualified engineering consulting firm to provide comprehensive Engineering, Design, and Environmental Review Record services for public facilities and infrastructure projects funded by HUD's Community Development Block Grant (CDBG) program or other federal sources. These services are essential to support Fort Bend County and its subrecipients in the planning, development, and execution of infrastructure improvements that meet the needs of low- to moderate-income communities within the County's service area.

Our team comprehends the multi-disciplinary nature of this assignment, which demands not only strong technical capabilities but also knowledge of federal compliance requirements, especially those governing NEPA (24 CFR Part 58), HUD environmental review protocols, Davis-Bacon Act, Section 3 (24 CFR Part 75), and procurement regulations.

To meet these demands, our proposed team and approach emphasizes interdisciplinary coordination, proactive scheduling, and compliance assurance through each task order issued by Fort Bend County. The IEI team is composed of experienced engineering professionals with broad capabilities and strong local capacity to successfully manage any type of task order Fort Bend may require.

## The IEI Team:



**Infrastructure Engineering Inc. (IEI) | MBE, SBE, DBE**  
Civil Engineer | Lead Firm (Prime Consultant)

***Services: Civil Engineering, Project Management, Utility Coordination, Drainage Design, Traffic Engineering, QAQC***

IEI is an African-American majority-owned, full-service civil engineering firm with award-winning trail and recreational facility design experience in various U.S. cities. 25+ year history providing engineering solutions to counties, cities and state DOTs in various markets. The proposed Project Manager, Quality Control Manager and, Drainage Lead bring decades of experience in projects similar to those anticipated under this contract.



**Halff Associates, Inc.**  
Landscape Architect | Subconsultant

Halff Associates, Inc. brings a high level of expertise in master planning, conceptual design and construction documents for parks, trails, streetscapes, civic spaces, and landscape architectural projects. Their expertise is in conceptualizing, designing and delivering multi-disciplinary projects, both large and small, for public sector clients. Complex parks, trails and urban spaces are a particular focus of their practice.



# MAESTAS

**Maestas & Associates, LLC (Maestas)** - MBE, SBE, DBE, HUB  
H&H Modeling | Subconsultant

Maestas & Associates, LLC (Maesta) brings provided civil engineering and survey services throughout the state of Texas for the past 36 years. Maestas has experience in providing engineering services on roadway, drainage, and utility design projects. They can perform a variety of geospatial land survey services for roadway, drainage, water and sewer pipeline systems expansion, pump station facilities, water tank sites, private development, and general civil design projects.



**Geotech Engineering and Testing (GET)** - MBE, SBE, DBE, HUB  
Environmental Engineering | Subconsultant

Geotech Engineering and Testing (GET), is a Texas owned, multi-disciplined organization of licensed engineers, geologists, field and laboratory technicians, and clerical personnel who combine their technical capabilities, past experience, dedication, and enthusiasm to offer the finest service through a combined team effort. They have worked on many transportation and infrastructure projects, including roads, bridges, water, wastewater, port and harbor facilities, rail, aviation projects, and public infrastructure projects for Fort Bend County, City of Houston, TxDOT, Harris County Toll Road Authority, Harris County Flood Control, Harris County Infrastructure Department, and Metro.



**RODS Surveying, Inc. (RODS)** - DBE, MBE, WBE, SBE, HUB  
Surveying | Subconsultant

RODS Surveying, Inc. (RODS) is a trusted partner in Texas for over 30 years. Their team consists of highly skilled and dedicated professionals, each bringing unique expertise to every project. This includes their TxDOT pre-certified registered professional land surveyors, professional engineers, and utility coordinators, as well as a knowledgeable staff of drafters, technicians, and field crews. We take pride in our ability to meet your needs with great care.



**Ninyo & Moore Geotechnical & Environmental Science Consultants (Ninyo & Moore)**  
Geotechnical | Subconsultant

Ninyo & Moore Geotechnical & Environmental Science Consultants (Ninyo & Moore) bring exceptional geotechnical engineering, geologic, hydrogeologic, soil testing, materials testing and special inspection, and environmental consulting services to the public and private sectors. For the past 39 years, they have provided these services for the design and construction for the public and private development.



CDOT Jackson  
Park Infrastructure  
Improvements

**TAB 1:**  
UNDERSTANDING SCOPE OF WORK



**INFRASTRUCTURE**  
**ENGINEERING** | INCORPORATED





# IEI's Understanding & Approach

We understand that Fort Bend County seeks a qualified engineering consulting firm to provide comprehensive Engineering, Design, and Environmental Review Record services for public facilities and infrastructure projects funded by HUD's Community Development Block Grant (CDBG) program or other federal sources. These services are essential to support Fort Bend County and its subrecipients in the planning, development, and execution of infrastructure improvements that meet the needs of low- to moderate-income communities within the County's service area.

Our team comprehends the multi-disciplinary nature of this assignment, which demands not only strong technical capabilities but also knowledge of federal compliance requirements, especially those governing NEPA (24 CFR Part 58), HUD environmental review protocols, Davis-Bacon Act, Section 3 (24 CFR Part 75), and procurement regulations.

We recognize the County's intent to procure a firm that can operate efficiently across the entire project lifecycle—from scoping and feasibility studies to schematic and final design, permitting, ERR preparation, construction oversight, and project closeout. To meet these demands, our proposed team and approach emphasizes interdisciplinary coordination, proactive scheduling, and compliance assurance through each task order issued by Fort Bend County.

## **IU Health Bloomington at the Regional Academic Health Center** Bloomington, IN

As part of the project design team, IEI was responsible for the roadway design for intersection improvements, including new traffic signal plans, and post design services for the roadway infrastructure upgrades required at intersection of SR 45/46 and 14th St.



## Our Key Understanding of the Scope:

- **Project Scoping & Feasibility:** We will collaborate with County staff to define impact areas, prepare project budgets, and develop grant-aligned scopes. Our team includes engineers familiar with HUD, FEMA, and GLO funding mechanisms.
- **Engineering & Design Services:** We are prepared to deliver design documents from schematic through construction phases. Our team includes licensed engineers experienced in preparing compliant bid packages and detailed civil, structural, and landscape designs.
- **Environmental Review Compliance:** Our team brings proven experience preparing ERRs within HUD's HEROS platform, conducting public notices (FONSI/NOIRROF), and performing necessary studies like wetland delineations, biological assessments, and historic preservation evaluations per Section 106.
- **Permitting & Regulatory Compliance:** Our team will secure all required local, state, and federal permits, including from SHPO and the U.S. Army Corps of Engineers, while maintaining strict adherence to CDBG-specific rules, SWPPP/SWQMP standards, and Section 3 economic inclusion goals.



- **Procurement Support & Construction Oversight:** We are equipped to assist with contractor procurement, pre-bid coordination, and construction phase services including site inspections, quality control, schedule tracking, and budget compliance, culminating in punch list and closeout documentation that satisfies federal audit standards.
- **Project Management & Scheduling:** We utilize Gantt charts and critical path scheduling to manage timelines and will provide the County with visualized milestones for each task order. Our team's project managers ensure timely execution, even when faced with federal review durations or multi-agency approvals.
- **Collaboration & Communication:** We understand that effective communication is critical when coordinating with multiple stakeholders, including County staff, subrecipients, regulatory agencies, and funding entities. Our team structure supports efficient responses to changes in project scope, regulatory conditions, or environmental constraints.

## Illinois American Water Main Replacements Projects Peoria County, IL

The Illinois American Water Company (ILAWC) is the largest investor-owned water utility in the state, providing high-quality and reliable water to approximately 1.3 million people. The purpose of these projects is to replace aging and undersized water mains throughout residential neighborhoods. The project areas are designed to keep existing mains in service during construction and disinfection. Since 2018, IEI's has provided design and construction inspection services for various ILAWC projects. IEI has served as both a prime and subconsultant on these contracts.





IEI has brought together a team of engineering professionals with comprehensive capabilities and high-level local capacity to deliver on any type of task order that Fort Bend County may need managed. This includes project management, drainage design, structural engineering, utility coordination, cost estimating, H&H modeling, landscape architect, environmental engineering, surveying, and geotechnical engineering. The chart below gives our team structure, firm roles, and why they were selected to be part of this team.

| Firm                                                                          | Role                                                                                                               | Value                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Infrastructure Engineering Inc. (IEI)</b><br><b>- MBE, SBE, DBE</b>        | Project Management,<br>Drainage Design,<br>Structural Engineering,<br>Utility Coordination,<br>and Cost Estimating | <ul style="list-style-type: none"> <li>• 26-year history of successful delivery of similar projects in urban areas</li> <li>• Formidable leadership from key personnel</li> <li>• Local capacity to deliver multiple tasks on task order contracts</li> </ul> |
| <b>Maestas &amp; Associates, LLC (Maestas)</b> - MBE, SBE, DBE, HUB           | H&H Modeling                                                                                                       | <ul style="list-style-type: none"> <li>• Providing H&amp;H services in Texas for over 35 years</li> <li>• Expertise in major civil infrastructure projects</li> </ul>                                                                                         |
| <b>Halff</b>                                                                  | Landscape Architect                                                                                                | <ul style="list-style-type: none"> <li>• 75 year history improving lives and communities through infrastructure consulting</li> <li>• Ranked No. 87 on Engineering News-Record's 2024 Top 500 Design Firms list</li> </ul>                                    |
| <b>Geotech Engineering and Testing (GET)</b> - MBE, SBE, DBE, HUB             | Environmental Engineering                                                                                          | <ul style="list-style-type: none"> <li>• 60 engineers, geologists, technicians, and support staff</li> <li>• 40 years performing environmental engineering in Texas</li> </ul>                                                                                |
| <b>RODS Surveying, Inc. (RODS)</b> - MBE, WBE, SBE, DBE, HUB                  | Surveying                                                                                                          | <ul style="list-style-type: none"> <li>• 80 dedicated professionals including 9 highly experienced TxDOT Pre-certified Registered Professional Land Surveyors</li> <li>• Staff with over 30 years of experience</li> </ul>                                    |
| <b>Ninyo &amp; Moore Geotechnical &amp; Environmental Science Consultants</b> | Geotechnical Engineering                                                                                           | <ul style="list-style-type: none"> <li>• ENR Top 500 Design Firm, in professional geotechnical and environmental sciences consulting</li> </ul>                                                                                                               |



## Design Management

### Project Management and Administration

IEI will manage this project through close coordination with stakeholders and **stringent quality control** throughout the project lifecycle. Our approach includes initial discussions with key County and HUD stakeholders to define project requirements and establish **effective communication channels**.



Upon receiving the Notice-to-Proceed, the IEI Project Manager will coordinate with the County Project Manager, the PMO (as needed), and key sub-consultants for a **project kickoff meeting**. This meeting will cover project priorities and address immediate concerns. Based on this information, the Project Manager will finalize a **Project Management Plan (PMP)**, which will serve as the baseline document for evaluating team performance in terms of schedule, budget, QA/QC, and technical excellence.

### Quality Assurance/Quality Control (QA/QC) Plan

Through the PMP, personnel assigned to the project will become familiar with project requirements. Corporate **QA/QC procedures** and additional procedures generated by the project will establish detailed methods for carrying out the commitments to the program, to ensure that the project is carried out in a planned, controlled, and orderly manner. The PMP will define interfaces within the IEI design project team, subconsultants, and stakeholders from the County and HUD.



IEI's QA/QC manual outlines **Standard Operating Procedures (SOPs)** to ensure high-quality deliverables. As part of our QC, we will oversee the work of all subcontractors, ensuring that their outputs meet our standards and timelines. To further safeguard project integrity, we utilize scheduling tools like **Delttek Vision** for project budget planning and MS Project for Gantt charts used for schedule management, tracking critical milestones and setting internal targets to meet HUD deadlines.



### Approach for Timely Completion of Designs

If schedule delays occur, IEI will consider bringing in additional resources from other offices to accelerate production and facilitate schedule recovery. This proactive approach ensures that the project remains on track without compromising quality. Throughout this process, IEI will maintain clear and open communication with HUD regarding any adjustments to the schedule and potential issues that may impact project timelines. We will promptly inform County and HUD of any changes, providing regular updates to keep all stakeholders aligned and to ensure transparency as we work towards meeting project milestones and deadlines.



## Bid & Construction Management

### Construction Observation Approach & Coordination with Stakeholders

IEI personnel will collaborate with all stakeholders to ensure the project proceeds smoothly, **remains within budget, and is completed on time.** Effective coordination with the contractor and diligent observation of critical design elements are essential. We prioritize understanding the construction impacts on residents and strive to develop designs that account for these considerations. IEI can also include traffic control plans (TCP) in the design to minimize resident impact and add contract provisions aimed at reducing construction disruptions. IEI will support pre-construction meetings to align all parties and facilitate construction progress meetings and critical element observations. We will assist with construction phase documentation, conduct substantial completion walks, generate punch lists, and perform final inspections, as well as warranty walks when necessary.

### Cost Estimating Methodology & Approach to Construction Documents & Bid Phase

IEI's **in-house estimators** will leverage their extensive experience in project quantity take-offs and cost estimating. We will develop quantity lists and bid tabs using standard County bid items, historical cost data from previous projects, and resources from agencies like TxDOT. Additionally, IEI will utilize industry-standard estimating software, such as **RS Means, to ensure accuracy and consistency.**

For the bidding phase, IEI will work with the County to attend bid meetings, provide timely responses to questions from bidders. IEI will prioritize timely creation of plan revisions and addendum documents to meet bid schedule deadlines.

### Our Project Management Plan helped us deliver our Transportation Access to Obama Presidential Center with an estimated cost of \$250M on schedule, and on budget.

The project was challenging because it involved working on complex Phase 1 preliminary engineering and environmental assessment services concurrently with Phase 2 final design engineering services. The Phase 1 environmental assessment entailed two lead federal agencies, the National Park Service and Federal Highway Administration; and sought to balance providing mobility improvements while at the same time avoiding or minimizing impacts to the various environmental and historic resources in the project area.





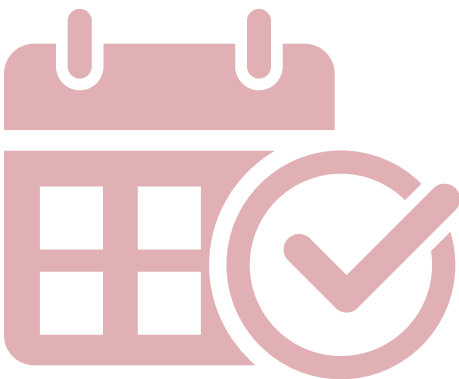
## Mechanism for Tracking and Responding to Contractors

IEI will work closely with the County to attend bid meetings, respond promptly to bidder inquiries, and produce plan revisions and addendum documents on schedule. IEI will prepare all necessary **documents and attachments required for advertisement and bidding.**

IEI utilizes internal tracking methods, including spreadsheets and other project management tools, to **maintain efficient oversight.** Our team has experience handling RFIs, Change Orders, and Pay Applications. We also have a dedicated team of construction engineers and inspectors available to assist with reviewing construction schedules and providing a range of other **construction phase services.** Our team is committed to **open, clear, concise, and direct communication** throughout the entire design and construction process. This means that issues will be discussed candidly, and open discourse and discussion will drive decision making that provides a successful project.

The following major areas of communication are anticipated for this project:

- **Meeting minutes and agendas** - We anticipate weekly/monthly project meetings with all contractors, the designers, and the owner. The project manager will prepare and distribute meeting minutes after each meeting.
- **Submittal Log** - A submittal log is prepared during bidding and distributed/coordinated with the contractor. Submittals are tracked pre-receipt, through the review process and back to the submitting trade contractors. Items with a long lead item are fast-tracked through the system to expedite delivery of reviews. Copies of all submittals are maintained at the site and digitally for convenience.
- **Request for Information (RFI) Log** - We maintain an RFI log of all trade contractor questions that are not readily interpreted from the contract documents. Written questions from the contractor will be forwarded to the designer for written response if our CM team cannot answer the question. If we have a proposed solution, we will share that with the designer on the request form.
- **Project Costs/Budget and Pay Applications** - Project costs are tracked and updated weekly and discussed/compared to the contractor totals at weekly meetings. The project cost includes trade contracts, general conditions, furnishings, fees, owner supplied items and a contingency. This is compared to the project budget at each update.
- **Requests for Payment** - Pay requests are typically prepared monthly. We collect a sworn statement of each trade contractor's request along with general conditions on agreed forms. We review the amount requested, contract values, sub/supplier values and supporting waivers before forwarding our request/recommendation to the County for review.





## Project Close Out

Our team takes pride in the successful execution as described above and practiced daily. Our Construction Phase Services (CPS) team has a successful track record of closing out projects in the time frame established by our clients. Thereby, our CPS team states with confidence that we will complete and submit final measurements, calculations, and final contract documents to the County as required after completion of the Punch List for the Project. Our CPS team affirms that we have CADD capabilities. We assure the County that our team will submit/coordinate final As-Built documents in hard copy and electronic format as requested by the County. Additionally, we will review and submit all required maintenance, warranty, and closeout documentation, **including any federally mandated closeout forms and reporting requirements, ensuring full compliance with local and federal regulations.**

### Chicago Public Schools Program Management Chicago, IL

IEI has a long history of providing civil site services to Chicago Public Schools (CPS) for their Capital Improvements Program (CIP) through the Program, Planning & Design Management Services team (PPDM). We also performs in-house reviews of Architect of Record (AOR) projects along with in-house site design and construction administration. IEI's team has delivered more than 20 playlot designs per year for the current program, along with multiple turf field projects.

IEI's program management and construction administration of these projects has resulted in significant savings to project costs and timely delivery on aggressive project schedules. Our experience in delivering this program is leveraged in our civil site design process and project delivery company-wide.



IU Health Bloomington  
at the Regional Academic  
Health Center

## TAB 2: FIRM'S EXPERIENCE



**INFRASTRUCTURE**  
**ENGINEERING** | INCORPORATED





# Transportation Network Access Improvements: Obama Presidential Center

Chicago, IL

## PROJECT OVERVIEW

The City of Chicago’s Aldermanic Menu Program is uniquely important in that every year it brings infrastructure improvements to each and every ward, neighborhood, and community throughout the City. It is also the City Council’s primary vehicle to provide visible renovations for its residents. As such, CDOT is under tremendous pressure to deliver requested projects quickly, successfully, and at the lowest possible cost.

Chicago Neighborhood Engineering and Construction Team, or C\*NECT, was created as a joint venture with IEI to provide engineering services to CDOT preliminary and final engineering services for roadway improvements to support the South Lakefront Framework Plan, which includes the Obama Presidential Center in Jackson Park. The project aims to provide increased safety, roadway mobility and pedestrian accommodations in and around Jackson Park.

## IEI SCOPE PROVIDED

IEI provided multiple services for this project, including data collection, preparation of base maps and mosaics, geometric studies, safety studies with crash analysis, capacity analysis with intersection design studies, route and topographic surveys, bridge inspections and condition reports, location drainage studies, cost estimates, and public involvement. This project was processed as an Environmental Assessment/Finding of No Significant Impact (EA/FONSI) and a Combined Design Report (CDR) was prepared. The project involved significant environmental studies and utilizing the NEPA/404 Merger Process. Final design services included preparation of plans, specifications and estimates for two construction bid packages which include:

- Roadway widening and rehabilitation of Lake Shore Drive between 57th Street and Hayes Drive.
- Sidewalk, multiuse path and ADA Improvements throughout Jackson Park and the surrounding area.

## ROADWAY

### BUDGET AND SCHEDULE

The design was completed on schedule and within budget.

### PROJECT DETAILS

**Client/Owner**  
Chicago Department of Transportation (CDOT)  
David P. Miller, PE  
Assistant Chief  
Highway Engineer  
Division of Engineering  
(312) 744-0488  
david.miller2@cityofchicago.org

**Total Project Cost**  
\$250M

**IEI Fee**  
\$12M

**Schedule**  
May 15, 2017 -  
May 15, 2022

### KEY PERSONNEL

**Corbin Doss, PE, PTOE**  
Project Manager

**Raspal Bajwa, PE, CFM**  
Quality Engineer

- Complete Street and Traffic Calming Improvements along Stony Island Avenue between 57th Street and 69th Street.
- Traffic Signal Improvements along Lake Shore Drive between 57th Street and 67th Street and Stony Island Avenue between 57th Street and 69th Street.
- Street Lighting Improvements along Lake Shore Drive between 57th Street and 67th Street, along Stony Island Avenue between 57th Street and 69th Street, and pedestrian lighting improvements at various locations throughout the park.
- Reconfiguration and partial relocation of Cornell Drive in Jackson Park.
- Roadway Drainage Improvements throughout Jackson Park and surrounding are.
- Existing bridge and underpass widenings on Lake Shore Drive between 57th Street and 67th Street, bridge rehabilitation of the Hayes Drive arch bridge and three new pedestrian underpasses beneath Hayes Drive in Jackson Park.

## M/WBE GOALS

The project team includes 12 M/WBE firms, resulting in 100% M/WBE participation.

## PROJECT DELIVERIES APPROACHES

**Menu/InHouse Asphalt Resurfacing** - IEI supports CDOT In-House Construction in completing over 800 blocks of residential street and alley resurfacing annually. Our team enhances project efficiency and accountability through end-to-end coordination, engineering, and documentation.

**Menu/InHouse Concrete & Curb Ramp Construction** - For over half a decade, members of IEI have been assisting CDOT in making Chicago the nation's leader in providing world-class accommodations to people with disabilities. In the process, IEI has become a knowledge-center for best-practices in accessible pedestrian facility design and construction.

**Menu/CIC Concrete & Curb Ramp Construction** - The city of Chicago is broken up into eight different districts known as Community Areas, each area is serviced under a different construction contract overseen by IEI. Similar to Menu/In-House Concrete & Curb Ramp Construction, IEI provides surveys, cost estimates, construction drawings for these projects. Additionally, IEI provides typical Phase III Construction Engineering services such as inspectors, resident engineers and documentation engineers.

**Program Special Requests** - IEI provides CDOT with on-call surveying and design services for various small to mid-sized priority projects beyond the scope of typical Menu projects. This enables CDOT to leverage the capabilities and resources of the full offices of all firms that make up IEI for projects that require expedited turnaround or are too small to justify stand-alone project design contracts.

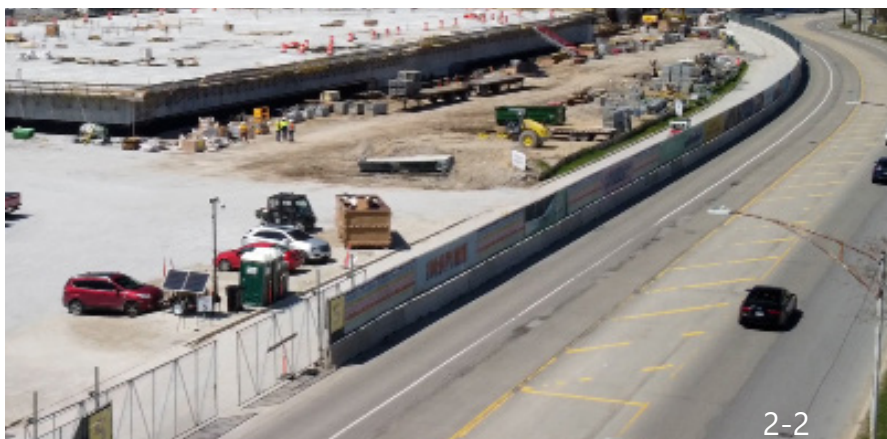
## CHALLENGES

The project was challenging because it involved working on complex preliminary engineering and environmental assessment services concurrently with final design engineering services. The environmental assessment entailed two lead federal agencies, the National Park Service and Federal Highway Administration; and sought to balance providing mobility improvements while at the same time avoiding or minimizing impacts to the various environmental and historic resources in the project area.



The most recent contract of note is the Program Management Consultant contract. CDOT is satisfied with the work on these projects and would gladly consider IEI on future projects.

Dan Burke, PE, SE  
Chief Engineer/Managing  
Deputy Commissioner





# Cook County Design Upon Request

Cook County, IL

## PROJECT OVERVIEW

Infrastructure Engineering Inc. (IEI) provided engineering services for over 30 work orders that included various components throughout Cook County.

These tasks involved preparing engineering and environmental reports; preliminary cross section sheets, plan and profile sheets; maintenance of traffic analysis and reports; preliminary plans, cost estimates, funding applications and permit applications.

## IEI SCOPE PROVIDED

The scope included preparation of Phase II or Part A engineering studies, feasibility studies and environmental studies for projects throughout Cook County. The projects involved intersection improvements, small roadway segments, roadway corridors, and culvert and bridge rehabilitations and replacements. The various Work Order tasks included:

- Design and preparation of contract documents including plans, specifications and estimates for 10 different roadway improvements projects involving pavement rehabilitation, median removal, curb and gutter replacement, remove and re-erect guardrail, pavement markings and signage, traffic signals, construction staging and maintenance of traffic, ADA compliant ramp replacement, culvert replacement, drainage improvements and permits.
- Stormwater management feasibility study to evaluate existing flooding problems within the area bounded by 156th Street on the north, 167th Street on the south, I-294 on the west, and Park Avenue on the east, in the Cities of Markham and Harvey, and to identify alternative solutions that can mitigate flooding following major rain events. The study was performed in coordination with Metropolitan Water Reclamation District of Greater Chicago (MWRD).

## ROADWAY

### BUDGET AND SCHEDULE

The design was completed on schedule and within budget.

### PROJECT DETAILS

#### Client/Owner

Cook County  
Department of  
Transportation  
and Highways  
Adam James  
69 W. Washington  
Street, 23rd  
Floor, Chicago, IL 60602  
adam.james@  
cookcountyil.gov  
(312) 603-7183

**Total Project Cost**  
\$4M

**IEI Fee**  
\$2.5M

**Dates of Construction**  
July 26, 2017 -  
July 25, 2020

### KEY PERSONNEL

**Corbin Doss, PE**  
Project Manager

**Raspal Bajwa, PE**  
Project Manager

**Alex Lane, PE**  
Project Engineer

- Conducted drainage permit and plan reviews for Cook County for compliance with the ordinance requirement over a period of four years.
- Conducted building and zoning permit reviews for Cook County Department of Building and Zoning to ensure permit requests were in compliance with all applicable ordinances and regulations for three years.
- Performed inspection of existing cross culverts countywide. 750 cross culverts, 15" diameter or larger were inspected and report prepared.
- Prepared 30% design plans, specifications, and construction cost estimate for the build-out of fiber-optic lateral segments off of the existing fiber-optic backbone for design-build contracts. The project involved over 18 miles of fiber-optic lines in 19 communities.

## M/WBE GOALS

The project DBE participation was 35% and our team exceed this goal with 78% DBE participation.

## PROJECT DELIVERIES APPROACHES FOR SELETED TASK ORDERS

**Markham/Harvey Scope (Stormwater Management Feasibility Study)** - Tasks 1-3 included assessment of regional flooding conditions and review of associated alternative solutions; Task 4 included an evaluation of stormwater management needs for the proposed development site; and Task 5 provided recommendations for coordinated improvements to address existing regional problems along the Calumet Union Drainage Ditch (CUDD) and compliance with stormwater management requirements for the proposed site development. Task 6 included a final report summarizing the findings and recommendations from the study. Any planning that is funded with CDBG Disaster Recovery funds must at a minimum directly address the project area's disaster recovery needs.

**Roadway Drainage and Pavement Improvement Projects (Bid A Projects)** - The damaged section of the existing sewer will be replaced with minimum disturbance to the surrounding area. The sewer is adjacent to Salt Creek. Therefore, rerouting of sewer and reconstruction of sewer outlet is not preferred because that would require Environmental Survey Requests (ESR) submittal to Illinois Department of Transportation (IDOT) and multiple permits. ESR and permits will take six months. The work was performed by hand excavation and vacuuming to expose damaged pipe with minimum soil disturbance. Existing sidewalk and guardrail removal and re-installation and anchoring of sewer pipe by a concrete collar are additional associated work.

**Drainage Permit and Plan Reviews** - The scope of work was conducting drainage permit and plan reviews for Cook County Department of Transportation and Highways. The scope involved the review of plans, permits, calculations, etc. for drainage permits within CCDOTH right-of-way, for capital projects designed by others, or in-house project design.

## QUALITY CONTROL PROCESS

IEI followed its standard Quality Assurance and Quality Control (QA/QC) plan for this project, with the Project Manager conducting quarterly performance reviews with the CCDOTH Project Manager.





# CDWM Sewer Design

Chicago, IL

## PROJECT OVERVIEW

The City of Chicago looked to upgrade the aging and undersized existing sewers throughout the city. Infrastructure Engineering, Inc. (IEI) delivered a task with six projects under a Master Consulting Agreement with the Chicago Department of Water Management.

## IEI INVOLVEMENT IN PROJECT

The scope of work included the preparation of a topographic survey with all utility information, geotechnical reports, sewer plans & profiles, pavement restoration plans, traffic control plans, cast-in-place structures and connection design, tumbling basin design, and coordination with the Office of Underground Coordination (OUC), Chicago Department of Transportation (CDOT), utility owners and CDWM.

One of the projects, was a Private Contract (PC) project. This meant the project was too complex for the CDWM team to complete and, therefore, was designed and released for bid to private contractors. PC projects are more complex in design and include environmental determinations, project manuals and cost estimates.

## PROJECT SUMMARY

IEI had a Master Consulting Agreement for Sewer Design Services with the CDWM and was selected under this contract to provide engineering services as a prime consultant for TOR 20-04 that included six projects across the Chicagoland area, totaling 10,540 lineal-feet of sewer replacement design.

## ROADWAY & WATER MANG.

### PROJECT HIGHLIGHT

IEI provided ADA ramps, sidewalks, curbs, and catch basins are evaluated and updated as needed along this project.

### PROJECT DETAILS

#### Client/Owner

Chicago Department of Water Management  
Anupam Verma, Assistant Chief Engineer of Sewers  
Anupam.Verma@cityofchicago.org  
312.742.7108

#### IEI Fee

\$226K

#### Dates

September 2018 - December 2020

### KEY PERSONNEL

Harish Goyal, PE  
Project Manager

Mike Kelly, PE, PTOE  
Traffic Engineer

## M/WBE GOALS

The project team resulted in a 100% M/WBE participation.

## PROJECT DELIVERY APPROACH AND POTENTIAL CHALLENGES

The project was managed by staff from our Chicago office with support from our Peoria team. Given the tight project timeline, consistent and timely communication among team members will be essential. Our team lead coordination and attend all necessary OUC and DWM meetings, with additional staff available to provide support as needed. Projects where address on a first-come, first-served basis following receipt of survey data, unless prioritization is directed by DWM or based on project complexity. Any enhancements or efficiencies identified and implemented by our team will support future project opportunities.

## QUALITY CONTROL PROCESS

IEI followed its standard Quality Assurance and Quality Control (QA/QC) plan for this project, however, it was modified to meet the needs of the various task orders. IEI was responsible for organizing and allocating experienced staff resources from the entire team to meet the DWM requirements. Checklists where developed for each design stage. IEI ensured the work of sub-consultants was properly scheduled and integrated during the project. Final products where reviewed, before submittal, to ensure work is properly coordinated, and that products are complete and meet the DWM requirements. The Quality Control Plan was monitored and adjusted through a series of regularly scheduled audits. These scheduled audits where performed by the Quality Assurance Team on a regular basis.



Infrastructure Engineering, Inc. (IEI) has worked in the capacity of project lead on various Task Order Requests (13-4, 15-1, 17-6, 17-12) for sewer design projects from April 2012 to date. Department of Water Management is satisfied with the work on the projects and will gladly consider IEI on future projects.

Sid Osakada,  
Bureau of Engineering Services  
Department of Water Management



Transportation Network  
Access Improvements:  
Obama Presidential Center



**TAB 3: STAFF'S EXPERIENCE**



# ORGANIZATION CHART



**Aaron Patterson, PE**  
Principal in Charge



**Corbin Doss, PE, PTOE**  
Project Manager



**Raspal Bawja**  
QA/QC Manager

## KEY

- Infrastructure Engineering Inc. (IEI) - MBE, SBE, DBE
- Maestas & Associates, LLC (Maestas) - MBE, SBE, DBE, HUB
- Halff
- Geotech Engineering and Testing (GET) - MBE, SBE, DBE, HUB
- RODS Surveying, Inc. (RODS) - MBE, WBE, SBE, DBE, HUB
- Ninyo & Moore Geotechnical & Environmental Science Consultants

## DESIGN ENGINEERING

### DRAINAGE DESIGN



**Cosme Reyes, PE, CFM**  
Drainage Lead

### H&H MODELING



**Carlos Luna III, PE CFM**  
H&H Design Lead

### TRAFFIC



**Mike Kelly, PE, PTOE**  
Traffic Lead

### STRUCTURAL



**Pankaj Kumar, PE, SE**  
Structural Lead

### GEOTECHNICAL



**Jay Sunderwala, PE**  
Geotechnical Lead

### ENVIROMENTAL



**David Eastwood, PE**  
Enviromental Lead

### LANDSCAPE ARCH.



**Casey Collins, PLA**  
Landscape Architect Lead

### SURVEY



**Jim D. Walton, RPLS**  
Survey Lead

### COST ESTIMATOR



**Damiel Cox, PE**  
Cost Estimator

### UTILITY COORDINATION



**Ken Rutabana, PE**  
Utility Coordination



# Aaron Patterson, PE

## Principal in Charge

Mr. Patterson has 17 years experience in the design and management of transportation projects for a variety of municipal, county and state agencies. His work includes Phase I studies for highway segments, intersection improvements, pedestrian facilities and traffic related improvements and reports, as well as Phase II design documents. His varied experience includes alternative analysis, intersection design; traffic impact study reports; roadway design; bridge design; safety and congestion studies; crash reports; maintenance of traffic; drainage design; bikeway and pedestrian facilities; and ADA curb, ramp and sidewalk design.

### EXPERIENCE

**Dallas-Fort Worth Connector, Phase II; Texas Department of Transportation; TX** - Design Engineer for this fast-track design-build project. Project expanded 8.4 miles of expressway with a combination of new mainlines, frontage road lanes, and managed lanes, which have dynamic pricing to keep traffic moving at 50 mph. Responsibilities included roadway geometry design (vertical and horizontal) for mainline and ramp alignments, maintenance of traffic, and retaining wall details. Design documents were managed using ProjectWise to ensure project security and quality.

**Jackson Park Roadway Framework Improvements; CDOT; Chicago, IL**  
- As the Project Engineer for roadway and traffic, Mr. Patterson oversaw the preliminary and final design of roadway and structural improvements in and around Jackson Park. This initiative was part of the City of Chicago's update to the South Lakefront Framework Plan, which incorporated several significant developments, including the establishment of the Obama Presidential Campus (OPC) and the restoration of the Jackson Park and South Shore Golf Courses. IEI was tasked with the preliminary infrastructure concept design and the development of contracts necessary for the preliminary engineering phase. The focus was on implementing roadway improvements that enhance safety, improve traffic flow, and accommodate pedestrian access, ensuring a well-integrated and functional transportation network to support these exciting new developments.

- Sidewalk and ADA Improvements throughout Jackson Park and surrounding area.
- Roadway Rehabilitation of Lake Shore Drive between 57th Street and 67th Street
- Pedestrian and complete street improvements along Stony Island Avenue between 57th Street and 69th Street and adjacent roadways.
- Traffic Calming along Stony Island Avenue between 57th Street and 69th Street.
- Traffic signal improvements along Lake Shore Drive between 57th Street and 67th Street and Stony Island Avenue between 57th Street and 69th Street.

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

17 years

#### EDUCATION

**B.S. Civil Engineering,**  
Columbia University, 2007

#### LICENSE(S)

Professional Engineer  
TX #150504  
IL #062063748  
NY #094370  
MD #63358

#### PROFESSIONAL AFFILIATION

American Society of Civil Engineers

#### EMPLOYMENT HISTORY

Infrastructure Engineering Inc. 2012 - Present



- Street lighting improvements along Lake Shore Drive between 57th Street and 67th Street and Stony Island Avenue between 57th Street and 69th Street.
- New street construction in Jackson Park.
- Roadway Drainage Improvements throughout Jackson Park and surrounding area.
- Viaduct Improvements on Lake Shore Drive between 57th 67th Streets and Marquette Dr. in Jackson Park

**System wide DUR; Illinois Tollway; Chicago, IL** - Project Engineer providing engineering design services for design upon request (DUR) under three-year contract agreement with the Illinois Tollway. The project work tasks may include pavement repairs, systemwide sign structure, noise abatement wall and retaining wall repairs; bridge structure repairs, on call as-needed work related to the Tollway system and reconstruction/rehabilitation of I-294/I-88 ramps. Initial work order task involves drainage study of existing drainage system from Calumet Sag Channel to north of Cicero Avenue, approximately 1.5 mile I-194 Tollway corridor to determine if any mainline flooding issue exists. The system includes hydraulic analysis of three existing stormwater detention ponds. XPSWMM program will be used to develop model of the drainage system. 30% plans for the drainage improvements will be developed.

**Design of Veterans Memorial Tollway (I-355) Rehabilitation from I-55 (M.P. 12.3) to Army Trail Road (M.P. 29.8); Illinois State Tollway; DuPage and Will Counties, IL** - Design Engineer for rehabilitation of the Veterans Memorial Tollway (I-355). The work includes I-355 mainline patching, resurfacing, lighting replacement, median barrier & bridge parapet extension, barrier warrant analysis, guardrail installation, pavement marking and signage, drainage improvements, grading and erosion control, rehabilitation of mainline bridges, maintenance of traffic for staged construction and cost estimation. Responsibilities include maintenance of traffic for staged construction, utilities coordination, and guardrail and barrier warrant analysis.

**Central Street Improvements Project; Evanston, IL** - QAQC Manager for the Central Street corridor improvement project that will provide safer and more efficient transportation for motorists, commuters and pedestrians and provide a community branding and beautify the corridor for its shops and the community, and will promote commercial growth within this eclectic corridor. IEI is the lead designer for this streetscape improvements project that includes an analysis of the existing traffic, roadway, sidewalks and ADA and pedestrian access along this commercial district. The scope includes a traffic analysis and design of construction documents for the following: roadway resurfacing and bike lane design, ADA design including bi-level sidewalk design; structural vaulted sidewalk design, traffic signal and pedestrian improvements, and streetscape and landscaping.

**IL 137 (Greenwood Avenue) over IL 137 (Amstutz Expressway), Phase II; Illinois Department of Transportation; IL** - Project Engineer for the preparation of contract plans for the reconstruction of the Greenwood Avenue single point urban diamond interchange (SPUI). The proposed improvement will remove the bridge and replace the roadway on embankment. Additional improvements included bike path, channelization islands, closed drainage system, guardrail, intersection geometrics, median barrier, and widening. Personal responsibilities included plan preparation, quantity calculations, and specifications.



# Corbin Doss, PE, PTOE

## Project Manager

Mr. Doss has 11 years of engineering and construction experience that includes the design of roadways; signage and lighting; ADA curbs, ramps, and sidewalks; traffic signals; and complex highway signing. He has worked on transit planning and design; environmental impact statements; utility relocation; traffic impact study reports; and safety and congestion studies.

### EXPERIENCE

**Jackson Park Roadway Framework Improvements; CDOT; Chicago, IL** - Project Engineer for Phase II Roadway and Structural Improvements in and around Jackson Park for the City of Chicago. The City of Chicago updated the South Lakefront Framework Plan in consideration of several changes planned for Jackson Park including the formation of the Obama Presidential Campus (OPC), the restoration and merger of the Jackson Park and South Shore Golf Courses, and the roadway improvements to support the OPC and golf course. Infrastructure Engineering Inc., through a joint venture known as the Chicago Neighborhood Engineering and Construction Team (C\*NECT), performed preliminary infrastructure concept design and contract development for the preliminary engineering required for the implementation of roadway improvements that will consider increased safety, roadway mobility and pedestrian accommodations in and around Jackson Park.

**Citywide Program Management and Construction Management Consultant Project; Chicago Department of Transportation (CDOT); Chicago, IL** - The City of Chicago Citywide Infrastructure Improvement Program is Chicago's primary source for providing neighborhood infrastructure maintenance and improvements. As such, CDOT is extremely motivated to deliver requested projects quickly and successfully, in the most cost-effective way. Infrastructure Engineering Inc. (IEI) is part of the joint venture, Chicago Neighborhood Engineering and Construction Team (C\*NECT), that was created to provide engineering services for CDOT's Division of In-House Construction, Community Infrastructure Contracts, Aldermanic Menu Program, and various other city-funded transportation projects. IEI provides Phase I, II, and III services, including Owner's Representative, Program Management, Resident Engineering, Inspection, Scheduling, Community Outreach, Document Control, Quality Control, and Grant Writing. Projects include alley and curb ramp reconstruction, streets and intersection improvements, traffic calming, and roadway resurfacing.

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

11 Years

#### EDUCATION

**B.S. Civil Engineering**  
Southern Illinois University

#### LICENSE(S)

Professional Engineer:  
TX #153741  
IL #062070508  
PTOE #4899

#### PROFESSIONAL AFFILIATIONS

National Society of Black Engineers (NSBE)  
Conference of Minority Transportation Official (COMTO)  
Young Professionals in Transportation (YPT)

#### EMPLOYMENT HISTORY

Infrastructure Engineering Inc. 2019 – Present



**Tri-State Tollway Design Upon Request, Illinois Tollway Contract I-19-4498; Illinois Tollway; IL - Project Engineer.** IEI is the prime consultant providing final design engineering services through task orders that include preparation of contract plans, engineering studies, and other technical services as directed by the Illinois Tollway. Mr. Doss provided Phase II engineering services for the \$5 million design contract.

**Design Upon Request; Cook County; IL - Project Engineer.** IEI provided engineering services for over 30 work orders. Design and preparation of contract documents including plans, specifications, and estimates for 10 different roadway improvements projects involving pavement rehabilitation, median removal, curb and gutter replacement, removal and re-erect guardrail, pavement markings and signage, traffic signals, construction staging and maintenance of traffic, ADA compliant ramp replacement, culvert replacement, drainage improvements and permits. Stormwater management feasibility study to evaluate existing flooding problems within the area and to identify alternative solutions that can mitigate flooding following major rain events. Conducted drainage permit and plan reviews for compliance with the ordinance requirement over a period of four years. Conducted building and zoning permit compliance reviews. Performed inspection of existing cross culverts countywide. 750 cross culverts, 15" diameter or larger were inspected and the report was prepared. Prepared 30% design plans, specifications, and construction cost estimates for the build-out of fiber-optic lateral segments off of the existing fiber-optic backbone for design-build contracts.

**Elgin O'Hare Western Access, Jane Addams Memorial Tollway System (I-90) Interchange, Eastbound Collector Distributor Road. Contract I-17-4675 - Project Engineer.** The project involved the construction of new lanes to serve as the eastbound collector-distributor roadway for the Elgin O'Hare Western Access (EOWA) and I-90 interchange between Elmhurst Road and Mount Prospect Road. Responsible for the preparation of plans related to improvements on Elmhurst Road within the limits of the Elmhurst Rd/I-90 Interchange. Responsibilities included the preparation of maintenance of traffic plans, detour plans, and temporary pavement marking plans.

**I-290 Bridge Study; Illinois Department of Transportation; Chicago, IL - Project Engineer** who assisted with the preparation of preliminary engineering environmental studies for the improvement of bridges along the I-290 corridor in Cook County. Mr. Doss helped improve the roadway configuration of seven bridges over I-290 by widening the sidewalk, adding bike lanes, increasing turning radii, extending storage lanes, and decreasing crosswalk length.



# Raspal Bajwa, PE, CFM

## QA/QC Manager

With almost 40 years of civil engineering experience, Mr. Bajwa brings a wealth of knowledge to our team. His roadway and transportation engineering experience includes roadway geometrics design; 3-D digital terrain modeling; pavement design; pavement rehabilitation; roadway safety and barrier warrant analysis; complex highway signing and pavement markings; drainage and storm water management; culverts and stream bank stabilization; grading and earthwork calculations; permeable pavement and best management practices (BMP); erosion and sediment control; driveways and parking lots; loading docks; sanitary systems; waste water containment systems; oil-water separators; lift stations; construction staging; maintenance of traffic; utilities and permit coordination; cost estimation; and construction coordination and inspections.

### EXPERIENCE

**Tri-State Tollway Design Upon Request, Illinois Tollway Contract I-19-4498; Illinois Tollway; IL - Project Manager.** Illinois Tollway awarded Infrastructure Engineering Inc. (IEI) a design upon request (DUR) contract to be performed in 2014, 2015 and 2016 systemwide on the Tollway. The tasks included pavement repairs, systemwide sign structure, noise abatement wall and retaining wall repairs; bridge structure repairs, on call as-needed work related to the Tollway system and reconstruction/rehabilitation of I-294/I-88 ramps. The scope of engineering services included field studies and site observations, surveying, geotechnical investigation, environmental studies inventory sheets development, repair plans development for roadway, bridges, noise abatement and retaining walls, sign structures, ramp toll plazas and equipment buildings, drainage improvements, storm system cleaning and televising ITS work, erosion control and landscape, protection and/or relocation of utilities, pavement markings, roadway signing, barrier warrant analysis and installation of guardrail, lighting, maintenance of traffic plans, coordination with local agencies and utilities, specifications, cost estimation, and all appurtenant and miscellaneous items.

**Roadway Drainage and Pavement Improvement Projects; Cook County; IL - Project Manager** for preparation of plans, specifications and estimates for drainage improvement (Bid A) projects and pavement improvement (Bid B) projects throughout the Cook County highway system. There are 8 different drainage improvement locations for storm sewer replacement, inlet replacement, ditch grading, headwall

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

40 years

#### EDUCATION

**M.S. Transportation Engineering**  
Illinois Institute of Technology

**M.S. Surveying and Photogrammetry**  
Indian Institute of Technology

**B.S. Civil Engineering**  
G.B. Pant University, India

#### LICENSE(S)

Professional Engineer:  
TX #146596  
IL #62050163  
GA #051411

#### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)

#### CERTIFICATIONS

IAFSM – Working Across Disciplines to Solve Floodplain and Stormwater Problems

Two-Dimensional Hydraulic Modeling of Rivers at Highway Encroachments  
FHWANHI135095



replacement, slope stabilization, and roadway work. There are 10 different locations for roadway improvements of lengths between 75 feet and 1.6 miles consisting of pavement patching, median removal, curb, and gutter replacement, removal and re-erect guardrail, dowel bar retrofit, striping, mill and overlay, ADA-compliant ramp replacement, drainage adjustments.

## **EMPLOYMENT HISTORY**

Infrastructure Engineering Inc. 2003 - Present

**Elgin O'Hare Western Access, Jane Addams Memorial Tollway System (I-90) Interchange, Eastbound Collector Distributor Road; Contract I-17-4675; Illinois Department of Transportation (IDOT); Chicago, IL** - Project Manager and Senior Roadway Engineer responsible for the overall charge of the project which involved the construction of new lanes to serve as the eastbound collector-distributor roadway for the Elgin O'Hare Western Access (EOWA) and I 90 interchange between Elmhurst Road and Mount Prospect Road. The scope of engineering services included field studies and inspections; surveying; geotechnical investigation; environmental studies; review and verification of preliminary design engineering plan; new bridge structure over Higgins Creek; noise abatement and retaining walls; sign structures; drainage improvements; ITS work; erosion control and landscape; protection and/or relocation of utilities; pavement markings; roadway signing; barrier warrant analysis; installation of guardrail; roadway lighting; maintenance of traffic plans; coordination with adjacent projects; local agencies; USACE, IDNR and utilities specifications; cost estimation; and all appurtenant and miscellaneous items. HEC-RAS hydraulic model was updated and XPSWIMM hydraulic model developed for drainage design. Supporting documents were submitted for 404 permit.

**US 31 Added Travel Lanes (191st Street Interchange Design); INDOT; Hamilton County, IN** - Project Drainage Engineer responsible for the hydraulic and hydrologic analysis; stormwater management; and drainage design for 3.5 miles section of the freeway; location drainage study of 8.3 square miles of watershed, field data collection, analysis of flooding problem areas; designing ditches and channels, 10 major culverts for crossing streams, and stormwater detention; detention drain design to detain the 50-year post-development peak runoff and release it at the 10-year pre-development peak runoff rate; performing HEC RAS hydraulic modeling, including scour evaluations for Jones Creek and Lindley Creek; developing hydraulic reports for IDNR Permit. Overall, IEI led design for the new interchange at US 31 and 191st Street and associated local roadways, which is approximately 1.5 miles of limited access freeway and over 2 miles of local road improvements. Design was inclusive of twin mainline US 31 structures over 191st Street and two new bridge structures over North Cool Creek.

**Flood Control Project on Calumet-Sag Tributary C in Bremen Township, Midlothian, IL** - Project Manager for the analysis and design for flooding mitigation of the Bremen Township area in Midlothian, Illinois located near 143rd and Linder Avenue for the Metropolitan Water Reclamation Department (MWRD). The project was intended to address regional flooding and erosion problems. As part of the Calumet-Sag Channel Detailed Watershed Plan (DWP) development, the District identified several alternatives which involved providing storage and conveyance improvements to mitigate flooding on Calumet-Sag Tributary C in the vicinity of the project area. The scope of work included a detailed evaluation of potential solutions, analysis of right-of-way issues and state and federal government permit requirements, and the preparation of preliminary engineering plans for use in defining a detailed scope of work for the final design of these improvements should they prove feasible.



# Cosme Reyes, PE, CFM

## Drainage Lead

Mr. Reyes is a Project Engineer with 10 years of experience that includes a focus on municipal design, such as roadways/trails, drainage, water and wastewater improvements. He has completed multiple capital improvement projects in the Greater Houston Area and Harris County. Experience includes the preparation of construction documents and specifications, cost estimates and reports.

### EXPERIENCE

**Brazoria County CDBG - DR Holiday Lakes** - Mr. Reyes served as the Project Engineer for drainage and grading improvements in the Holiday Lakes community, a designated low- to moderate-income (LMI) area. This CDBG-DR funded project aimed to reduce localized flooding and improve overall flood resilience through regrading of roadside ditches, upsizing of storm sewer infrastructure, and enhancements to outfall systems. Mr. Reyes was responsible for developing project documentation in compliance with HUD environmental review requirements and GLO funding guidelines. He also prepared the final project manual, incorporating Brazoria County's front-end contracting documents and applicable standard specifications.

**Brazoria County CDBG - DR Oyster Creek, Bastrop Bayou** - Mr. Reyes served as the Project Engineer supporting the design of desnagging improvements for an existing creek and bayou as part of a CDBG-DR funded flood mitigation effort. The project aimed to restore flow capacity and reduce flood risk through the removal of debris and blockages. Mr. Reyes contributed to the development of the design plans and was responsible for compiling contract documents, including detailed cost estimates and technical specifications, in compliance with CDBG-DR program requirements.

### Citywide Program Management and Construction Management Consultant Project; Chicago Department of Transportation

(CDOT); Chicago, IL - Project Engineer. The City of Chicago Citywide Infrastructure Improvement Program is Chicago's primary source for providing neighborhood infrastructure maintenance and improvements. Various projects include Phase I, II, and III services including Owner's Representative, Program Management, Resident Engineering, Inspection, Scheduling, Community Outreach, Document Control, Quality Control, and Grant Writing. Projects include alley and curb ramp reconstruction, streets and intersection improvements, traffic calming, and roadway resurfacing. Mr. Reyes designed pedestrian improvement for CDOT. Designed included ADA-compliant sidewalks and ramps at various locations throughout the City of Chicago.

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

10 years

#### EDUCATION

**B.S. Civil Engineering**  
University of Houston

**B.S. Construction Management**  
University of Houston

**A.A.S. Land Surveying & Mapping**  
Lone Star College

#### LICENSE(S)

Professional Engineer:  
TX #135260  
IL #062076572  
NJ #24GE06015000

#### CERTIFICATIONS

Land Surveyor - Level 1 Certificate

Certified Survey Technician - Level 3 Computer Operator (CST) 0523-7978

Remote Pilot License 4787006

Certified Floodplain Manager



**Paving and Drainage Improvements for Chapel Belle Lane and Tamerlaine Drive; City of Bunker Hill Village, Houston, TX - Associate Project Manager.**

Mr. Reyes led the design for the construction of drainage improvements and reconstruction of existing residential roads. The project included the installation of concrete paving, and reconstruction of residential driveways and sidewalks. The project also included the design of drainage improvements using reinforced concrete pipe, storm inlets and storm manholes, including all necessary appurtenances, tree removal and protection, sodding, utility service reconnections, traffic control, and site restoration. Mr. Reyes performed site visits to verify surveys and identify potential design issues. He attended meetings with the City Forester to develop a tree protection plan and assisted with creating preliminary cost estimates. He worked with the CAD designer to prepare plans, designed a detour and TCP phasing plan. Mr. Reyes coordinated utility relocations with AT&T and CenterPoint Gas, created the final cost estimate, and completed the final project manually. He advertised the project on CivCast and attended the pre-bid meeting. Mr. Reyes also provided construction phase services assisting the City with the construction phase of the project.

**EMPLOYMENT HISTORY**

Infrastructure Engineering Inc. 2003 - Present

**West Fork Tanyard Creek Sanitary Sewer; City of Huntsville; Huntsville, TX - Project Engineer.**

Mr. Reyes developed exhibits for the preliminary design meeting for discussion of proposed alignments, which he designed in AutoCAD Civil 3D using LiDAR surface data. Mr. Reyes also provided preliminary pipe network design of the sanitary sewers using Civil 3D and TCEQ guidelines; developed the preliminary cost estimate; prepared teaming contracts for the survey and geotechnical services; led utility coordination for relocations and easement conflicts, while submitting TxDOT UIR requests for installation of utilities within the TxDOT right-of-way; coordinated with the City Surveyor to acquire easements; worked with the CAD designer to complete final design of sewer, including all P&P sheets and details; worked with the structural engineer to design an aerial creek crossing with a pile and cap foundation; developed flanged pipe creek crossing and material specifications, including ductile iron pipe integration; developed final cost estimate and project bid forms; and delivered the final project manually using City standards and specifications. The project included the design of approximately 10,000 linear feet of 15", 12", and 10" PVC sanitary sewer, as well as two cased bores under existing roads and the decommissioning of three existing lift stations.

**Robinson Creek Sanitary Sewer; City of Huntsville; Huntsville, TX - Project Engineer** responsible for designing approximately 6,500 linear feet of sanitary sewer with pipe sizes ranging from 21" to 12" PVC. Using AutoCAD Civil 3D and LiDAR surface data, he developed the preliminary pipe network design and prepared cost estimates in line with TCEQ guidelines. His role involved creating exhibits for preliminary design meetings and handling the design of a major boring under I-45 and an aerial creek crossing. Mr. Reyes coordinated with local utilities to address relocations and easement conflicts, submitted a TxDOT UIR request for utility installation within the TxDOT ROW, and worked with TxDOT to align the project with future I-45 expansion plans. He imported TxDOT's Microstation files into Civil 3D, analyzed conflicts, and redesigned the alignment to resolve issues with the I-45 expansion. He also managed sub-consultant contracts, verified surveys, and collaborated with the City Surveyor to secure necessary easements. Working closely with a CAD designer, he completed the final design, including P&P sheets and details for a ductile iron pipe creek crossing. Mr. Reyes compiled the final project manual using standard specifications and City-provided documents.



# Michael Kelly, PE, PTOE

Traffic Lead

Mr. Kelly has 26 years of professional experience related to the engineering of transportation projects that includes a diverse combination of Phase I and Phase II engineering. His portfolio of design experience includes roadway geometrics, ADA curb ramps, sidewalks and multi-use paths, traffic signals, complex highway signing, and roadway signage. He has performed studies for transportation planning, corridor and alignment, traffic, and drainage. He has also delivered environmental analyses and documentation, public involvement activities and engineering design reports. Mr. Kelly has served as a designer and Roadway Design Lead on a variety of projects that include intersection improvements, widening and reconstruction of high-volume urban arterials.

## EXPERIENCE

**PTB 151-035 Phase I/II for Various Projects, Various Counties; IDOT; District 4, IL - Roadway QA/QC Reviewer for Intersection Design Study (IDS) for IL-116 & Woodland Knolls Rd. Intersection in Woodford County.** The project is to install offset left-turn lanes to improve safety at a high accident location. Highway Capacity Software (HCS) and Synchro software were both utilized to determine the intersection Level of Service, storage lane requirements, and optimal signal timing. AutoTurn software was utilized to evaluate the ability of the proposed and existing intersection geometry to accommodate the truck turning movements at the intersection. Responsibilities included review of the IDS.

**Jackson Park Roadway Framework Improvements; CDOT; Chicago, IL – Project Engineer for Phase I and Phase II Roadway and Structural Improvements in and around Jackson Park for the City of Chicago.** The City of Chicago is updating the South Lakefront Framework Plan in consideration of a number of changes planned for Jackson Park including the formation of the Obama Presidential Campus (OPC), the restoration and merger of the Jackson Park and South Shore Golf Courses and the roadway improvements to support the OPC and golf course. C\*NECT will perform preliminary infrastructure concept design and contract development for the preliminary engineering required for implementation of roadway improvements that will consider increased safety, roadway mobility and pedestrian accommodations in and around Jackson Park.

**PTB 176-015 Cedar Street Extension over TZPR 7 IL Route 29; IDOT; East Peoria, IL - Roadway QA/QC Reviewer for the Intersection Design Studies (IDS) for two intersections along US-24 Highway that were associated with the Cedar Street Bridge Extension project.** The Intersection Design Studies evaluated the ability of the existing intersection geometries and traffic signals to remain in place under future traffic. Utilized Highway Capacity Software (HCS) to evaluate the

## HIGHLIGHTS

### YEARS OF INDUSTRY EXPERIENCE

26 Years

### EDUCATION

**B.S. Civil Engineering**  
University of Illinois at Urbana-Champaign

### LICENSES

Professional Engineer  
IL #062054944  
PTOE #5178

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers  
Institute of Transportation Engineers

### EMPLOYMENT HISTORY

Infrastructure Engineering Inc. 06/2017 - Present



anticipated Level of Service for the intersections. AutoTurn software was utilized to evaluate the ability of the existing intersection geometries to accommodate the design vehicle turning movements. Responsibilities included review of the IDS's at Main/Johnson/Silver and Main/ Everett in East Peoria.

**PTB 170-004 Various Phase I Preliminary Engineering and Environmental Studies, Work Order 1-3 ADA Ramps; IDOT; Cook County, IL - Roadway QA/QC Reviewer.** The task order involved the design of ADA-compliant curb ramps along IDOT routes in various Cook County townships. Individual work tasks included review of the curb ramp designs and grading plans.

**Boulevards System Improvement; CDOT; Chicago, IL - Design Engineer** for the improvements of the historic boulevard system in Chicago consists of 25 miles of parklike streets ringing Chicago, first built in 1869. This project consisted of doing an assessment of the system to identify the segments to improve and enhance. The project includes the design of roadway, landscaping, lighting, signals, and drainage. The first segment to be fully designed has been identified as one mile of Independence Square and Independence Boulevard. IEI is the prime, with 4 subconsultants on the team.

**Program Management Consultant for Capital Improvement Projects; CDOT, Chicago, IL - Design Engineer.** Scope of services included providing engineering design services for design upon request (DUR), on a five-year contract agreement with CDOT. Work assignments include development and review of design packages and cost estimates for submittal to the City to be constructed by CDOT in-house construction crews or contractors.

**Jane Addams Memorial Tollway (I-90) Widening and Reconstruction, IL 53 to Higgins Road, Illinois State Toll Highway Authority; Hoffman Estates, IL - Design Engineer.** The project included updating environmental documentation and providing PS&E's for the widening and reconstruction of 7.5 miles of the Jane Addams Memorial Tollway (I-90). The work included the addition of Bus Rapid Transit Lanes, the widening and reconstruction of I-90, extensive utility coordination and relocation, and the redesign and/or new design of several interchanges at Roselle Road, Meacham Road and IL 53/I-290. The construction cost for these improvements was estimated at \$350 million. Work tasks included interchange design, mainline roadway design, side road design, mainline signing design, development of bid documents and phase III construction support for multiple construction contracts. Completed prior to time at IEI.



# Pankaj Kumar, PE, SE

## Structural Lead

Mr. Kumar brings 18 years of professional engineering experience that includes the design and analysis of bridges and transportation-related structures. He has performed condition assessments and bridge designs, as well as preparing reports, contract plans and specifications. Mr. Kumar's portfolio of work includes structures ranging from culverts to complex urban interchanges, cantilever sign supports and sign bridges. He also has experience performing engineering services for various combined sewer upgrade projects throughout the City of Chicago.

### EXPERIENCE

**C\*NECT Program Jackson Park Roadway Framework Improvements; Chicago Department of Transportation (CDOT); Chicago, IL** – Structural Project Engineer for Phase I and Phase II Roadway and Structural Improvements in and around Jackson Park for the City of Chicago. The City of Chicago is updating the South Lakefront Framework Plan in consideration of a number of changes planned for Jackson Park including the formation of the Obama Presidential Campus (OPC), the restoration and merger of the Jackson Park and South Shore Golf Courses and the roadway improvements to support the OPC and golf course. IEI and the C\*NECT team performed preliminary infrastructure concept design and contract development for the preliminary engineering required for implementation of roadway improvements that will consider increased safety, roadway mobility and pedestrian accommodations in and around Jackson Park.

**MacArthur Highway Bridge Replacement; City of Peoria; Peoria, IL** – Structural Engineer for the design of the bridge structure (SN#072-6005) and adjoining retaining walls carrying N MacArthur Highway over W Romeo B Garrett Ave. in Peoria. Responsibilities included completion of the pile, abutment and footing design and final plan, specification & estimates (PS&E) for the bridge replacement.

**Englewood Line Trail Phase 1 Design; Chicago Department of Transportation (CDOT); Chicago, IL** – Structural Project Engineer for the 1.7-mile Englewood Line Nature Trail Phase-I design project. This conversion of abandoned rail line to trail will positively impact health, community safety, access to green space, recreation, transportation, connectivity, economic and workforce development for the residents. As a subconsultant, IEI completed bridge condition reports and Phase I preliminary engineering for nine railroad grade separation bridges along the trail corridor.

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

18 Years

#### EDUCATION

**Bachelor of Technology**  
Civil Engineering  
Indian Institute of  
Technology Kanpur, India,  
2007

#### LICENSES

**Professional Engineer**  
IL - #062072063  
IN - #12200704  
MI - #6201310374  
WI - #42104-6  
NY - #106967  
NJ - #24GE05832100

**Structural Engineer**  
IL - #081007577

#### CERTIFICATIONS

NHI Safety Inspection of  
In-Service Bridges

#### EMPLOYMENT HISTORY

**Infrastructure Engineering Inc**  
2021 – Present



**Addison Creek Reservoir; Metropolitan Water Reclamation District (MWRD); Melrose Park, IL** – Structural Project Engineer. IEI provided the preliminary engineering services which consisted of three grading plans for the reservoir and surrounding property, while also allowing areas for a spillway chute, access roads and truck driving facilities. The access roads have three alternate plans: from the top to the bottom of the reservoir, from Lake Street to the reservoir, and the best location for an entrance off Lake Street. Other off-site improvements consisted of peak hour turning movement counts, expected truck routes and the impact that construction vehicles will have on adjacent roadways, intersections and proposed improvements. Structural scope of services included design of intake structure, drop structure, spillway, control structure and debris piers. This project was given the Outstanding Civil Engineering Achievement award by ASCE Illinois in 2024.

**Cedar Street Extension over TZPR 7 IL Route 29, PTB 176-015; Illinois Department of Transportation (IDOT); Peoria, IL** – Structural Project Engineer for a bridge inspection that included field inspection of a three-span steel beam bridge (SN#090-0035) based on IDOT Bridge Condition Report Procedures and Practices. Additional tasks involved review of existing drawings, report findings and recommendations along with the cost of rehabilitation and replacement options in the form of Bridge Condition Survey and Assessment (BCSA). This bridge was a 160 feet long and had three spans along a curved horizontal alignment, originally built in 1963. Responsibilities also included completing the Bridge Condition Report for the same bridge and type, size and location plan.

**I-39 and U.S. Route 20; Illinois Department of Transportation (IDOT); Winnebago County, IL** – Structural Engineer. IEI was selected for the preparation of bridge condition reports and TS&L Drawings for four bridges. IEI developed the bridge condition reports and TS&L drawings for the Structure No. 101-0067 – I-39 Eastbound over CC&P Railroad, Structure No. 101-0068 – I-39 Westbound over CC&P Railroad, Structure No. 101-0069 – I-39 Westbound over C&NW Railroad, and Structure No. 101-0069 – I-39 Eastbound over C&NW Railroad.

**Truss Bridge Repair over the Calumet-Sag Channel; Cook County Department of Transportation and Highways (CCDOH); Chicago, IL** – Structural Project Engineer for providing design calculations, design details and specifications for repair details regarding four truss bridges over the Calumet-Sag Channel. The previous truss bridges had deteriorated areas of the structural steel identified during bridge inspection. The required repairs were based on recommendations from the Draft Inspection Memorandum.

**Systemwide DUR; Illinois Tollway; Chicago, IL** – Structural Engineer. Provided design services for design upon request (DUR) under a three-year contract agreement with the Illinois Tollway. The project work tasks included pavement repairs, system wide sign structure, noise abatement wall and retaining wall repairs; bridge structure repairs, on call as-needed work related to the Tollway system and reconstruction/rehabilitation of I-294/I-88 ramps. Initial work order task involved drainage study of existing drainage system from Calumet Sag Channel to north of Cicero Avenue, an approximately 1.5-mile I-194 Tollway corridor to determine if any mainline flooding issue exists. The system included hydraulic analysis of three existing stormwater detention ponds. XPSWMM program was used to develop model of the drainage system. of pavement, lighting and roadside safety, pickup survey, barrier warrant analysis, maintenance of traffic, preparation of plans and specifications and estimation of cost for the proposed rehabilitation and upgrades.



# Daniel Cox, PE

## Cost Estimator

Mr. Cox brings nine years of experience with a specific focus on local roadway and street projects. His professional background includes supervision of construction/reconstruction of multi-block projects; layout work orders and ADA ramps; survey and layout alleys for contractors and other consultants; monitoring construction schedules with contractors; preparation and review of pay estimates; change orders; field orders; IDR's; yields and other documentation; and designation and delivery of daily MPNs.

### EXPERIENCE

**Program Management Consultant; Chicago Department of Transportation; Chicago, IL** - Assistant Program Manager for the City of Chicago's Aldermanic Menu Program. Each of the 50 wards is allocated \$1.5 million annually for neighborhood capital infrastructure improvements as part of the \$159 million Aldermanic Menu Program. Proposed project types and locations are selected by the alderman to address each ward's needs. The PMC team provides survey, design and construction management support for projects ranging from but are not limited to, the repair and upgrade of streets, alleys, sidewalk, ADA ramps, curb & gutter, traffic signal modernizations, traffic calming improvements, lighting, pole painting and various roadway reconfigurations.

As Assistant Program Manager for CNECT, duties included but are not limited to producing/monitoring monthly budget projections prior to each month's billing period; reviewing resumes to determine if candidates were a correct fit for the program; reviewing monthly invoices from each firm as part of C\*NECT; attending weekly various program update meetings; producing meeting Agenda's/minutes; reviewing various types of surveys and designs for constructability; supervising and implementing long-term strategies through collaboration with several different section leads.

**Roosevelt Streetscape; Illinois Department of Transportation; Forest Park, IL** - As a Design Engineer, duties included creating drawings using Microstation, using Microsoft Excel to create quantities for a cost estimates, using IDOT Department of Transportation Standard & Specifications for Road & Bridge Construction to create MOT drawings, while providing 30%, 60% and 90% plans.

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

9 years

#### EDUCATION

**B.S. Civil Engineering**  
Marquette University

#### LICENSE(S)

Professional Engineer:  
TX # 153723

#### CERTIFICATIONS

ACI Concrete Field Technician – Grade I  
PCC I/ IDOT/ ACI Course  
Issued:1/23/2015

PCC Level II Course  
Issued: 1/17/2018

HMA Technician Level I  
Course Issued: 4/7/2017;  
Level II Course  
Issued: 5/7/2021

OSHA 30 Hour  
Construction Safety  
Issued: 08/12/2019, Serial  
#28032675

Nuclear Density Tester  
Course  
Issued: 4/7/2017

IDOT Documentation of  
Contract Quantities  
Issued:3/10/2016  
Re-issued:1/8/2020

Erosion and Sediment  
Control Module I:  
Issued:3/30/2016; Module  
III: Issued 5/5/2016



**Buffalo Creek Reservoir Expansion; MWRD of Greater Chicago; Lake County, IL** - As a Design Engineer, duties included determining quantities using AutoCAD and Civil 3D while providing 30% plans. Using the IDOT Department of Transportation Standard & Specifications for Road & Bridge Construction along with Microsoft Excel, cost estimates were created.

**EMPLOYMENT HISTORY**

Infrastructure Engineering Inc. 2011 - Present

**71st Streetscape; Chicago Department of Transportation; Chicago, IL** – As a Field Inspector. Assisted w/ daily activity reports (crew, equipment, activities done), as-builts, concrete pours estimates and approximates. Also assisted w/ offset light post foundation placements. Provided measurements for pavement removal and HMA estimate and approximates.

**2010 Wacker Drive Viaduct Utility Relocation; Chicago Department of Transportation; Chicago, IL** - Assisted Resident Engineer with daily activity report (crew, equipment, activities done). Took measurements, estimated, and approximated concrete pours.



# Ken Rutabana, PE

## Utility Coordinator

Mr. Rutabana brings ten years of civil engineering experience that includes both the design and construction management of airside airport infrastructure.

### EXPERIENCE

**George Bush Intercontinental Airport (IAH) Apron, Taxiway, and Runway Rehabilitation Project; Houston Airport System; Houston, TX** – Civil Engineering Project Manager for the assessment and reconstruction of airfield pavement at IAH. The project’s extents included Runway 9-27, Taxiways RA, RB, SA, SB, SF and their connectors. The scope also included drainage improvements, as well as airfield lighting upgrades. As PM for the prime consultant, Mr. Rutabana was responsible for coordinating the project’s design with the client, the FAA, the primary airline, and design subconsultants. He was also responsible for leading the civil design team in executing the modeling, drafting – of design reports, drawings, and specifications – and cost estimating.

**New Cargo Terminal, and Terminal F Apron Pavement Construction Project; Dallas Fort Worth International Airport (DFW); Dallas, TX** – Project Engineer for the construction of new airfield apron pavement to support the construction of the new Cargo and Passenger Terminals at DFW. Additionally, the installation of proposed airfield utilities including water, sewer, drainage, electric, communication, and jet fuel lines for various operational needs. Mr. Rutabana assisted in the civil engineering design and drafting for the pavement construction and drainage improvements portion of the project scope. Primary responsibilities also included coordination with the various utility design subconsultant to mitigate any conflicts in the proposed design.

**Airfield Safety Enhancement (ASE) Program – Design Bid Build 2 (DBB2); Tucson Airport Authority; Tucson, AZ** – Project Manager for the demolition of the existing 75’ x 8000’ Runway, and construction of the proposed 150’ x 11000’ Runway, its parallel Taxiways and connectors, and installation of aircraft guidance systems. This program was divided into four projects: CMAR (Construction Manager at Risk) overseeing the new runway and taxiways; DBB1 (Design-Bid Build) of taxiways on the west side of the airfield; DBB2 expansion of the safety area southeast of the new runway; and DBB3 modernization of the existing commercial runway. Additionally, the DBB2 scope included extending the existing safety and Air Operations Area (AOA) to accommodate the proposed larger Runway. This consisted of the demolition of decommissioned Air Force Munition Magazines Bunkers, realigning of the set of security perimeter fences (both civil aviation and adjacent defense complex), and construction of a new perimeter patrol road. Mr. Rutabana Develop a safe and efficient construction sequence for the realignment of the highly sensitive security perimeter in coordination with the airport authority,

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

10 Years

#### EDUCATION

**Bachelor of Science, Civil Engineering,** University of Arkansas, Fayetteville, AR 2015

#### LICENSES

**Professional Engineer** TX # 135165

#### EMPLOYMENT HISTORY

**Infrastructure Engineering, Inc.** 03/2025 – Present



and the adjacent DOD security complex. Draft construction drawings and specifications for the project.

**Taxiway A Relocation Project; Jack Brooks Regional Airport (BPT); Beaumont, TX** – Project Manager for the demolition of distressed Taxiway A and its Reconstruction in a new alignment meeting the latest FAA safety guidelines. Upgrades to the drainage system in the project area due to capacity and structural deficiencies. Mr. Rutabana was the point of contact with the client, and the FAA from the project's inception to its final execution. Lead the civil engineering design for the proposed improvements, including the drainage improvements. Provided cost estimates, project specifications, RFI responses, and overall assistance during the project bidding process. Oversaw the construction project on behalf of the airport, coordinating with the contractors and FAA, confirming adherence to the construction documents, and protecting the project budget and schedule.

**Midfield Reconstruction Project; Fort Worth Meacham International Airport (FTW); Fort Worth, TX** – Project Engineer for the reconstruction of the entire midfield taxiway complex to improve airport operations, and increase its tenant capacity, maximizing the value of its airfield. Mr. Rutabana studied various infield taxiway configurations and provided recommendations for the proposed improvements. Executed the civil engineering design for the selected improvements, including pavement modeling, utility coordination, cost estimating, and drafting of construction drawings and specifications. Assisted in the bidding process and project award recommendations. Assisted in the construction administration by responding to design RFIs, reviewing and approving construction material, reviewing construction quantities to approve payments, and reviewing quality control material test results for adherence to the construction documents.



# Carlos Lune III, PE, CFM

## H&H Design Lead

Mr. Lune has over 12 years of roadway, drainage, and utility engineering design experience. He has worked with municipalities and agencies, such as the Texas Department of Transportation (TxDOT), City of San Antonio, Bexar County, and FEMA. Carlos has developed various roadway and drainage PS&E packages for City of San Antonio through the various IMP programs. Carlos was the Project Manager for the 2021 On-Call Civil Engineering Services for Infrastructure Management Program (IMP) and Neighborhood Access Mobility Program (NAMP).

He has diverse roadway and drainage experience on various projects through the city. In addition, he is familiar with existing site and soil conditions within Bexar County. Mr. Luna is familiar with CoSA operations and procedures within the IMP program. He has significant construction and construction management experience, which includes managing SMP Overlays and Street Reconstruction packages.

### EXPERIENCE

**2020 On-Call Storm Water Engineering Services, Public Works Department; San Antonio, TX.** - Project Manager for designing as-needed storm water engineering services for time sensitive projects. Projects worked on include Jo Marie Drainage Improvements, Annie Area Interim Drainage Improvements, and Storm Water Master Planning Projects.

**CoSA Cedarhurst Drive Street Reconstruction, PWD; San Antonio, TX** - Carlos is the Project Manager for Cedarhurst Drive Area Improvements, a 2017-2022 COSA Bond project. Carlos has managed the PS&E development of the improvements, which includes approximately 3,500 linear feet of street reconstruction, 11 side street tie-ins, storm sewer, channel grading, and utility (water sanitary sewer, and gas) relocations. Carlos designed the street, drainage, and utility improvements.

**CoSA Vance Jackson Low Water Crossings, PWD - San Antonio, TX** - Vance Jackson LWCs is a 2017-2022 COSA Bond project. Carlos serves as Assistant PM. The project includes 2 crossings and proposes street reconstruction, cross culverts, channelization, and utility adjustments. The new channel and cross culverts will convey the 100-year UD storm event; the proposed designs accounts for future build out of Vance Jackson Road.

**2017 & 2021 On-Call Civil Engineering Services for IMP and NAMP, Public Works Department (PWD); San Antonio, TX** - Project Manager for designing as-needed roadway engineering services for time sensitive projects. Projects worked on include E Huff Ave Reconstruction, Winans Street Reconstruction, Seward Ave Reconstruction, and Village View Street Reconstruction.

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

12 Years

#### EDUCATION

Bachelor of Science, Civil Engineering, University of Texas at Austin, 2011

#### LICENSES

Professional Engineer  
TX # 125042

#### CERTIFICATION(S)

Certified Floodplain Manager No. 3000-16N, since 2012

TxDOT Pre Certified 26087, since 2016



# David Eastwood, PE, D.GE, DFE, BC.GE, CAPM

Environmental Lead

Mr. Eastwood has been involved in the design and construction of roads, pavements, water and wastewater facilities, bridges, tunnels, bulkheads, embankments, retaining walls, and rail. He has 48 years of experience on various aspects of geotechnical, environmental materials and geoforensic engineering services. Some of the major projects consist of Houston Ship Channel Toll Bridge and Harris County Toll Road.

He is the past president of the Houston Chapter of the Texas Council for Engineering Laboratories, contributed to the development of geotechnical guidelines for major Houston-area entities. He provides training in geotechnical, environmental, materials, and geoforensic engineering for various organizations, including the City of Houston and the American Institute of Architects. With extensive experience in soils and foundation studies, Mr. Eastwood has worked on projects ranging from high-rises to waterfront structures.

## OVERALL EXPERIENCE

Environmental Phase I and Phase II site assessment studies, waste management, field studies, monitor well installations, laboratory testing, recommendations regarding contaminations of service stations, landfills, underground storage tanks, remediations, and permitting. Mr. Eastwood is also a Corrective Action Project Manager (C.A.P.M.) designated by the Texas Commission on Environmental Quality (TCEQ).

David Eastwood is the President of Houston Chapter of Texas Council for Engineering Laboratories. He helped with the development of the geotechnical guidelines for design and construction for the City of Houston, Harris County, Harris County Flood Control District, etc. facilities. Mr. Eastwood conducts training in geotechnical, environmental, materials, and geoforensic engineering for the City of Houston, Harris County, City of Sugarland, Associated Builders and Contractors, American Institute of Architects, and Greater Houston Builders Association.

Environmental and geotechnical studies for design and construction of buildings, chain stores, subdivisions, high rises, parks, educational facilities, shopping centers, apartment complexes, prisons, petrochemical complexes, highways, bridges, water, wastewater, ports, airports, rail projects, and waterfront structures.

Geoforensic (Foundation) Engineering and expert testimony for residential, commercial and infrastructure projects. Mr. Eastwood is the founder and former President of the Foundation Performance Association, an association of engineers specializing in the evaluation of distress. Mr. Eastwood is on the Post-Tensioning Institute Slab-on-Grade Geotechnical Subcommittee. This committee develops geotechnical design guidelines for design of post-tensioned slabs-on-grade throughout the United States.

## HIGHLIGHTS

### YEARS OF INDUSTRY EXPERIENCE

48 Years

### EDUCATION

M.S. & B.S. Civil  
Engineering,  
University of Houston

### LICENSES

Professional Engineer  
TX # 51419

### CERTIFICATION(S)

Corrective Action  
Project Manager -  
Texas C.A.P.M. No.  
01181



# Jay Sunderwala, PE

## Geotechnical Lead

Mr. Sunderwala's professional experience spans 30 years and includes coordinating and supervising all technical and administrative functions for the Houston office. Mr. Sunderwala has performed and managed numerous geotechnical evaluations for commercial, industrial, federal, transportation (road and railway), utility pipeline, public works, educational, and retail projects. He has significant experience in foundation design, earthwork operations, soil treatment, and construction phase geotechnical services. He provides supervision and technical support for both geotechnical and construction services.

### EXPERIENCE

**FBCMUD No. 146 Reclaimed Water Distribution System, Richmond, Texas** - Principal Engineer during a geotechnical evaluation for planned reclaimed water distribution system for the North Fort Bend Water Authority (NFBWA) and Fort Bend County Municipal Utility District (FBCMUD) No. 146. The project alignment extends about 38,300 lineal feet (lf) throughout the Long Meadow Farms community. The water line will extend north and south from the existing wastewater treatmentplant located about 500 feet north of West Bellfort Street and 800 feet west of Winston Ranch Parkway. The northern branch extends north along the west side of a drainage channel, across Venture Park Drive and the Grand Parkway, and north along Long Prairie Trace to Tarpley Springs Drive. An arterial extends southeast along the east side of Meadow Ranch Parkway to West Bellfort Street. The southern branch extends south along the channel easement to Idle Wind Drive and Oyster Creek, east to James Long Parkway, and then south to Falling Dawn Drive. Arterials are planned along this section of the alignment along Long Meadow Farms Parkway and along both banks of Oyster Creek.

**North Fort Bend Water Authority Grand Lakes MUD No. 4 Reclaimed Water Treatment and Distribution System, Katy, Texas** - Principal Engineer for the performance of a geotechnical evaluation for the design of a 43,600 linear feet of 4- to 12-inch diameter reclaimed water line. Services included drilling borings up to 40 feet deep; installing eight piezometers along the alignment at locations where trenchless technologies were planned to install the waterline under roadways and drainage channels; collecting soil samples; performing laboratory tests on soil samples; conducting data analysis; and preparing a geotechnical design report presenting the findings, conclusion and recommendations for trench backfill, pipe support, lateral earth pressures, and jack-and-bore/trenchless methods at undercrossings.

**City of Sugar Land Airport Maintenance Bridge Replacement, Sugar Land, Texas** - Principal Engineer during a geotechnical evaluation for a City of Sugar Land Airport Maintenance Bridge Replacement, which will cross Oyster Creek about 250 feet northeast of the existing taxiway and located approximately 60 feet west of the existing bridge, in Sugar Land, Texas.

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

30 Years

#### EDUCATION

M.S., Civil Engineering,  
1998, San Jose State  
University  
B.S., Civil Engineering,  
1993, San Jose State  
University

#### LICENSES

Professional Engineer  
TX # 88799



# Casey Collins, PLA

## Landscape Architect Lead

Mr. Collins has experience in landscape architecture specializing in both public and private work, including civic, parks, trails, streetscapes, planned communities, office, institutional and hospitality design. His experience includes conceptual design through construction documents with emphasis on efficiency and attention to detail. He creates context-sensitive landscape designs that add both visual and functional value, whether a space is intended for living, working, or playing.

### EXPERIENCE

**U.S. General Services Administration, United States Federal Courthouse, San Antonio, TX** - Project Manager. Located within the downtown core of San Antonio, the United States Federal Courthouse will replace an existing, dated courthouse. Sustainability is the main focus for this project with the building targeting LEED Silver, and the site development targeting SITES Silver. The modern building architecture features floor to ceiling glass facades framed by a natural "Hill Country" cream-colored limestone. Landscaping focuses on native drought tolerant plants arranged in geometric planting beds reinforcing the building architecture.

**Warren Group Architects, VA Domiciliary, Houston, TX** - Provided landscape architectural design services as a subconsultant to The Warren Group Architects for a 43,815-square-foot VA Domiciliary Facility developed through a Public-Private Partnership (P3). Designed outdoor spaces to promote wellness and relaxation, including a therapeutic walking trail, tranquil internal courtyards, and sustainable native plantings. Site design supported the facility's goal of achieving Two Green Globe certification, comparable to LEED Silver.

**Harris County Precinct 4, Mercer Botanic Garden Master Plan, Houston, TX** - Landscape Architect. Mercer Botanic Garden spans over 400 acres of land and was inundated with flood waters by Hurricane Harvey in 2017. Inspired by the existing organization of themed gardens, Halff designed a transition of the existing gardens and expanded the series of themed gardens which features an outdoor amphitheater, event lawn, greenhouse courtyard, rookery, Japanese garden, wedding garden, community event barn, and an iconic spiraling ziggurat. Design of the master plan core is nearing final acceptance by the Precinct.

**CityPlace, Houston, TX** - Landscape Architect. Adjacent to the Exxon Mobil Houston Campus, Coventry Development Company is developing a mixed-use community consisting of office, retail, multifamily and single family residential. Open space amenities include pedestrian-oriented drainage channels, parks, and plazas; all interconnected and accessible by multi-modal trails. The core of CityPlace has a rigid, vibrant urban feeling that transitions into a more natural, passive suburban feeling located at the single-family residential areas.

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

22 Years

#### EDUCATION

Bachelor of Landscape Architecture, Purdue University

#### LICENSES

Professional Landscape Architect - Texas No. 2885



# Jim D. Walton, RPLS

## Survey Lead

Mr. Walton has over 30 years of experience in all phases of land surveying including ALTA land title surveys, standard boundary surveys, topographic design surveys, as-built surveys, right-of-way acquisition surveys, as well as establishing horizontal and vertical control for terrestrial and aerial surveying purposes.

He is also involved with RODS terrestrial laser scanning department and is active in client communication and proposal preparation. He uses Microstation Bentley GeoPAK Survey, Trimble Business Center and Global Mapper software for survey control data processing and mapping.

### EXPERIENCE

**City of Sugar Land North Wastewater Treatment Improvements, Fort Bend County, 2023** - Scope of services included the following: H&V Control, Topographic Survey focused on obtaining Natural Ground @ regular intervals breakpoints; Valve locations; Pavement and sidewalk extents and elevations; Valve box locations; Electrical pull/junction box locations; Q-L (A) SUE testholes marked by RODS SUE, Inc.; Any other above-grade features of note.

**IH 10 Polo Fields near UPRR - TxDOT Houston District - Contract 12-01DP5013 WA#8 - TNP No. TXD 22216** - Design Survey in support of IH 10 drainage improvements near UPRR, adjacent to Polo Fields for the preparation of drainage analysis, drainage report, pump station upgrades, detention pond design, and PS&E to improve drainage level near Memorial Park Polo Fields. Survey task included establish H&V control, cross sections, DGN with 2D and 3D DTM.

**METRORapid Inner Katy Corridor (IH-10) - Contract No. 7021000083 - PO No. 7121000486 - Harris County, Texas** - Scope of services included the following: SUE QLC Survey for SUE investigation, Geotech Boreholes, H&V Control TSARP, ROW and Abstract land surveying along IH-10 Inner Katy Bus Rapid Transit from 610 to IH 45. Role: RPLS PM Cost: \$219K

**IH 10 Inner Katy Corridor - White Oak Bayou PS&E & Schematic - TxDOT Houston District - Contract 12-0SDP5001 WA2&3 - HNTB #65868, 2023** - Scope of services included Right of Way Mapping and Design Surveys in support of the development of the Inner Katy Corridor White Oak Bayou Design-Bid-Build project from Studemont St. to Houston Ave. Survey task included preparing abstract map, preliminary ROW layout, Metes & Bounds description, parcel plots, topographic survey, LiDAR scanning and locating boreholes.

### HIGHLIGHTS

#### YEARS OF INDUSTRY EXPERIENCE

+30 Years

#### EDUCATION

Texas A&M University  
Corpus Christi, 1998-2001  
Tomball Community College, 1995-1998  
Texas A & M University  
Surveyors Short Course, 1999

#### LICENSES

Registered Professional  
Land Surveyor -Texas  
Registration No. 5889  
(2006)  
TxDOT Precertification  
Sequence No:  
000015271



CHA Renovation of Altgeld  
Garden and Murray Homes

# TAB 4: FINANCIAL STABILITY



**INFRASTRUCTURE**  
**ENGINEERING** | INCORPORATED





# IEI's Financial Stability

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

Infrastructure Engineering Inc. has not 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?

Infrastructure Engineering Inc. does not have 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. Infrastructure Engineering Inc. has not filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years.



**Michigan Street Complete Streets, Ph I-II**  
Indianapolis, IN

|| \_\_\_\_\_  
I am (we are) satisfied with the work of Infrastructure Engineering Inc. and hereby grant permission to enter this project in the ACEC Indiana 2025 Engineering Excellence Awards competition.

Gretchen Zortman, MLA  
Project Manager

|| \_\_\_\_\_  
IEI working in the capacity of project lead provided engineering design and construction administration services to create a new permeable paver and concrete parking lot for 79 parking spaces. PBC is satisfied with the work on the project and will consider IEI for future projects.

Brian Pirok,  
Project Manager



**CHA Renovation of Altgeld Garden and Murray Homes**  
Chicago, IL



**TAB 5:** REQUIRED FORMS  
(INSURANCE, VENDOR FORMS,  
W9, DEBT FORM)



**INFRASTRUCTURE**  
**ENGINEERING** | INCORPORATED





**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas



Jaime Kovar  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

March 27, 2025

TO: All Prospective Respondents

RE: Addendum No.1 – Fort Bend County RFQ 25-039 – Engineering Consulting Services for Federally Funded Projects for Fort Bend County Community Development

Addendum 1:

Addendum 1 has been posted to the County’s website. Vendors are to use the Addendum 1 file while preparing their proposal. Section 1.6 has been stricken. Q&A 1 and 2 documents have also been posted.

\*\*\*\*\*

Immediately upon your receipt of this addendum, please fill out the following information and email this page to Olivia Rios at [Olivia.Rios@fortbendcountytexas.gov](mailto:Olivia.Rios@fortbendcountytexas.gov).

Infrastructure Engineering Inc.

Company Name

  
Signature of person receiving addendum

4/01/2025

Date

If you have any questions, please contact this office.

Sincerely,



Cheryl Krejci  
Assistant County Purchasing Agent

301 Jackson, Suite 201 · Richmond, TX 77469



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Brooke Lindemann  
Purchasing Agent

Office (281) 341-8640

|                                                                                    |                                                                                                                                                                                                                                                                                      |                                                                                                 |                                                                                            |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Legal Company Name<br>(top line of W9)                                             | Infrastructure Engineering Inc.                                                                                                                                                                                                                                                      |                                                                                                 |                                                                                            |
| Business Name<br>(if different from legal name)                                    |                                                                                                                                                                                                                                                                                      |                                                                                                 |                                                                                            |
| Type of Business                                                                   | <input checked="" type="checkbox"/> Corporation/LLC<br><input type="checkbox"/> Sole Proprietor/Individual                                                                                                                                                                           | <input type="checkbox"/> Partnership<br><input type="checkbox"/> Tax Exempt                     | Age in Business?<br>26                                                                     |
| Federal ID # or S.S. #                                                             | 36-3527342                                                                                                                                                                                                                                                                           | SAM.gov<br>Unique Entity ID #                                                                   | FA1LNEPH9LL3                                                                               |
| SAM.gov<br>CAGE / NCAGE                                                            | 5FSZ5                                                                                                                                                                                                                                                                                |                                                                                                 |                                                                                            |
| Publicly Traded Business                                                           | x No      ___ Yes Ticker Symbol _____                                                                                                                                                                                                                                                |                                                                                                 |                                                                                            |
| Remittance Address                                                                 | One South Wacker Drive,                                                                                                                                                                                                                                                              |                                                                                                 |                                                                                            |
| City/State/Zip                                                                     | Suite 2650 Chicago, IL 60606                                                                                                                                                                                                                                                         |                                                                                                 |                                                                                            |
| Physical Address                                                                   | 1000 Louisiana Street,                                                                                                                                                                                                                                                               |                                                                                                 |                                                                                            |
| City/State/Zip                                                                     | Suite 1990 Houston, TX 77002                                                                                                                                                                                                                                                         |                                                                                                 |                                                                                            |
| Phone Number                                                                       | 281.500.4327                                                                                                                                                                                                                                                                         |                                                                                                 |                                                                                            |
| E-mail                                                                             | cdoss@infrastructure-eng.com                                                                                                                                                                                                                                                         |                                                                                                 |                                                                                            |
| Contact Person                                                                     | Corbin Doss, P.E., P.T.O.E.                                                                                                                                                                                                                                                          |                                                                                                 |                                                                                            |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/><br>SBE-Small Business Enterprise <input checked="" type="checkbox"/><br>HUB-Texas Historically Underutilized Business <input type="checkbox"/><br>WBE-Women's Business Enterprise <input type="checkbox"/> | Certification # _____<br>Certification # 3620<br>Certification # _____<br>Certification # _____ | Cert Date _____<br>Exp Date _____                                                          |
| Company's gross annual receipts                                                    | <\$500,000 _____                                                                                                                                                                                                                                                                     | \$500,000-\$4,999,999 _____                                                                     | \$5,000,000-\$16,999,999 x _____<br>\$17,000,000-\$22,399,999 _____<br>>\$22,400,000 _____ |
| NAICs codes (Please enter all that apply)                                          | 541330                                                                                                                                                                                                                                                                               |                                                                                                 |                                                                                            |
| Signature of Authorized Representative                                             |                                                                                                                                                                                                                                                                                      |                                                                                                 |                                                                                            |
| Printed Name                                                                       | Aaron Patterson, PE                                                                                                                                                                                                                                                                  |                                                                                                 |                                                                                            |
| Title                                                                              | Vice President, Business Development                                                                                                                                                                                                                                                 |                                                                                                 |                                                                                            |
| Date                                                                               | 04/08/2025                                                                                                                                                                                                                                                                           |                                                                                                 |                                                                                            |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

| Legal Company Name<br>(top line of W9)                                             | Maestas & Associates, LLC                                                                                                                                                                                                                                                                       |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------|------------|------------|------------|------------|------------|-------|-------|
| Business Name<br>(if different from legal name)                                    | SAME                                                                                                                                                                                                                                                                                            |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Type of Business                                                                   | <input checked="" type="checkbox"/> Corporation/LLC<br><input type="checkbox"/> Sole Proprietor/Individual                                                                                                                                                                                      | <input type="checkbox"/> Partnership<br><input type="checkbox"/> Tax Exempt                                           | Age in Business?<br>35 YEARS                                                                                                                                                                                                                                                                                    |           |          |            |            |            |            |            |            |       |       |
| Federal ID # or S.S. #                                                             | 742542028                                                                                                                                                                                                                                                                                       | SAM.gov<br>Unique Entity ID #                                                                                         | ZSUDXWELF4T3                                                                                                                                                                                                                                                                                                    |           |          |            |            |            |            |            |            |       |       |
| SAM.gov<br>CAGE / NCAGE                                                            | 5REF1                                                                                                                                                                                                                                                                                           |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Publicly Traded Business                                                           | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____                                                                                                                                                                                                         |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Remittance Address                                                                 | 8122 Datapoint Drive, Suite 840                                                                                                                                                                                                                                                                 |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| City/State/Zip                                                                     | San Antonio, Texas 78229                                                                                                                                                                                                                                                                        |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Physical Address                                                                   | 8122 Datapoint Drive, Suite 840                                                                                                                                                                                                                                                                 |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| City/State/Zip                                                                     | San Antonio, Texas 78229                                                                                                                                                                                                                                                                        |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Phone Number                                                                       | 210-366-1988                                                                                                                                                                                                                                                                                    |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| E-mail                                                                             | jreyes@maesce.com                                                                                                                                                                                                                                                                               |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Contact Person                                                                     | Jose L Reyes, PE, CFM - President                                                                                                                                                                                                                                                               |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/><br>SBE-Small Business Enterprise <input checked="" type="checkbox"/><br>HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/><br>WBE-Women's Business Enterprise <input type="checkbox"/> | Certification # 22-10-15602<br>Certification # 22-10-156025<br>Certification # 1742542028200<br>Certification # _____ | <table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr> <td>10-21-2022</td> <td>10-31-2025</td> </tr> <tr> <td>10-21-2022</td> <td>10-31-2025</td> </tr> <tr> <td>05-19-2022</td> <td>05-19-2026</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </tbody> </table> | Cert Date | Exp Date | 10-21-2022 | 10-31-2025 | 10-21-2022 | 10-31-2025 | 05-19-2022 | 05-19-2026 | _____ | _____ |
| Cert Date                                                                          | Exp Date                                                                                                                                                                                                                                                                                        |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| 10-21-2022                                                                         | 10-31-2025                                                                                                                                                                                                                                                                                      |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| 10-21-2022                                                                         | 10-31-2025                                                                                                                                                                                                                                                                                      |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| 05-19-2022                                                                         | 05-19-2026                                                                                                                                                                                                                                                                                      |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| _____                                                                              | _____                                                                                                                                                                                                                                                                                           |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Company's gross annual receipts                                                    | <\$500,000 _____                                                                                                                                                                                                                                                                                | \$500,000-\$4,999,999 _____                                                                                           |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
|                                                                                    | \$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>                                                                                                                                                                                                                                    | \$17,000,000-\$22,399,999 _____                                                                                       | >\$22,400,000 _____                                                                                                                                                                                                                                                                                             |           |          |            |            |            |            |            |            |       |       |
| NAICs codes (Please enter all that apply)                                          | 237990, 541330, 541370                                                                                                                                                                                                                                                                          |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Signature of Authorized Representative                                             |                                                                                                                                                                                                                                                                                                 |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Printed Name                                                                       | Jose L Reyes, PE, CFM                                                                                                                                                                                                                                                                           |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Title                                                                              | President                                                                                                                                                                                                                                                                                       |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |
| Date                                                                               | April 1, 2025                                                                                                                                                                                                                                                                                   |                                                                                                                       |                                                                                                                                                                                                                                                                                                                 |           |          |            |            |            |            |            |            |       |       |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

| Legal Company Name<br>(top line of W9)                                             | Halff Associates, Inc.                                                                                                                                                                                                                                         |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------|-------|-------|-------|-------|-------|-------|-------|
| Business Name<br>(if different from legal name)                                    |                                                                                                                                                                                                                                                                |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Type of Business                                                                   | <input checked="" type="checkbox"/> Corporation/LLC<br><input type="checkbox"/> Sole Proprietor/Individual                                                                                                                                                     | <input type="checkbox"/> Partnership<br><input type="checkbox"/> Tax Exempt                      | Age in Business?<br>75 Years                                                                                                                                                                                                                                          |           |          |       |       |       |       |       |       |       |       |
| Federal ID # or S.S. #                                                             | 75-1308699                                                                                                                                                                                                                                                     | SAM.gov<br>Unique Entity ID #                                                                    | CHRMEM9LZDL5                                                                                                                                                                                                                                                          |           |          |       |       |       |       |       |       |       |       |
| SAM.gov<br>CAGE / NCAGE                                                            | 8L8M8                                                                                                                                                                                                                                                          |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Publicly Traded Business                                                           | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____                                                                                                                                                                        |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Remittance Address                                                                 | PO Box 4897, Dept 331                                                                                                                                                                                                                                          |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| City/State/Zip                                                                     | Houston/TX/75081                                                                                                                                                                                                                                               |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Physical Address                                                                   | 14800 Saint Marys Lane Ste 160                                                                                                                                                                                                                                 |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| City/State/Zip                                                                     | Houston/TX/77079                                                                                                                                                                                                                                               |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Phone Number                                                                       | (713) 380-4386                                                                                                                                                                                                                                                 |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| E-mail                                                                             | ccollins@halff.com                                                                                                                                                                                                                                             |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Contact Person                                                                     | Casey Collins                                                                                                                                                                                                                                                  |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise <input type="checkbox"/><br>SBE-Small Business Enterprise <input type="checkbox"/><br>HUB-Texas Historically Underutilized Business <input type="checkbox"/><br>WBE-Women's Business Enterprise <input type="checkbox"/> | Certification # _____<br>Certification # _____<br>Certification # _____<br>Certification # _____ | <table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table> | Cert Date | Exp Date | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Cert Date                                                                          | Exp Date                                                                                                                                                                                                                                                       |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| _____                                                                              | _____                                                                                                                                                                                                                                                          |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| _____                                                                              | _____                                                                                                                                                                                                                                                          |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| _____                                                                              | _____                                                                                                                                                                                                                                                          |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| _____                                                                              | _____                                                                                                                                                                                                                                                          |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Company's gross annual receipts                                                    | <\$500,000 _____                                                                                                                                                                                                                                               | \$500,000-\$4,999,999 _____                                                                      |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
|                                                                                    | \$5,000,000-\$16,999,999 _____                                                                                                                                                                                                                                 | \$17,000,000-\$22,399,999 _____                                                                  | >\$22,400,000 <input checked="" type="checkbox"/> _____                                                                                                                                                                                                               |           |          |       |       |       |       |       |       |       |       |
| NAICs codes (Please enter all that apply)                                          | 541320                                                                                                                                                                                                                                                         |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Signature of Authorized Representative                                             |                                                                                                                                                                                                                                                                |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Printed Name                                                                       | Casey Collins                                                                                                                                                                                                                                                  |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Title                                                                              | Landscape Architecture Team Leader                                                                                                                                                                                                                             |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |
| Date                                                                               | 04/01/2025                                                                                                                                                                                                                                                     |                                                                                                  |                                                                                                                                                                                                                                                                       |           |          |       |       |       |       |       |       |       |       |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

|                                                                                    |                                                                                                 |                                                                                        |                                                    |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------|
| Legal Company Name<br>(top line of W9)                                             | DAE & Associates, LTD                                                                           |                                                                                        |                                                    |
| Business Name<br>(if different from legal name)                                    | Geotech Engineering and Testing                                                                 |                                                                                        |                                                    |
| Type of Business                                                                   | <input type="checkbox"/> Corporation/LLC<br><input type="checkbox"/> Sole Proprietor/Individual | <input checked="" type="checkbox"/> Partnership<br><input type="checkbox"/> Tax Exempt | Age in Business?<br>39 yrs                         |
| Federal ID # or S.S. #                                                             | 760609157                                                                                       | SAM.gov<br>Unique Entity ID #                                                          | CZLTR4J1YE23                                       |
| SAM.gov<br>CAGE / NCAGE                                                            |                                                                                                 |                                                                                        |                                                    |
| Publicly Traded Business                                                           | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____         |                                                                                        |                                                    |
| Remittance Address                                                                 | 17407 US Highway 59 N                                                                           |                                                                                        |                                                    |
| City/State/Zip                                                                     | Houston, Texas 77396                                                                            |                                                                                        |                                                    |
| Physical Address                                                                   |                                                                                                 |                                                                                        |                                                    |
| City/State/Zip                                                                     |                                                                                                 |                                                                                        |                                                    |
| Phone Number                                                                       | 713-699-4000                                                                                    |                                                                                        |                                                    |
| E-mail                                                                             | de@geotecheng.com                                                                               |                                                                                        |                                                    |
| Contact Person                                                                     | David A. Eastwood, P.E., D.GE, DFE, BC.GE, C.A.P.M., F.PTI, F.FPA, F.ASCE                       |                                                                                        |                                                    |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/>                       | Certification # 24-1-2695                                                              | <u>Cert Date</u> 01/29/24 <u>Exp Date</u> 01/29/27 |
|                                                                                    | SBE-Small Business Enterprise <input checked="" type="checkbox"/>                               | Certification # 0806011379                                                             | 12/28/22    03/17/26                               |
|                                                                                    | HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/>               | Certification # 1760609157100                                                          | 07/29/24    07/29/28                               |
|                                                                                    | 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 <input checked="" type="checkbox"/>                                    | \$17,000,000-\$22,399,999 _____                                                        | >\$22,400,000 _____                                |
| NAICs codes (Please enter all that apply)                                          | 541330                                                                                          |                                                                                        |                                                    |
| Signature of Authorized Representative                                             |                                                                                                 |                                                                                        |                                                    |
| Printed Name                                                                       | David A. Eastwood, P.E., D.GE, DFE, BC.GE, C.A.P.M., F.PTI, F.FPA, F.ASCE                       |                                                                                        |                                                    |
| Title                                                                              | Principal Engineer                                                                              |                                                                                        |                                                    |
| Date                                                                               | April 1, 2025                                                                                   |                                                                                        |                                                    |

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**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

| Legal Company Name<br>(top line of W9)                                             | RODS, Inc                                                                                                                                                                                                                                                                                       |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------|------------|------------|------------|------------|------------|
| Business Name<br>(if different from legal name)                                    |                                                                                                                                                                                                                                                                                                 |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Type of Business                                                                   | <input checked="" type="checkbox"/> Corporation/LLC<br><input type="checkbox"/> Sole Proprietor/Individual                                                                                                                                                                                      | <input type="checkbox"/> Partnership<br><input type="checkbox"/> Tax Exempt                                                          | Age in Business?                                                                                                                                                                                                                                                       |           |          |            |            |            |            |            |            |
| Federal ID # or S.S. #                                                             | 11-263889408                                                                                                                                                                                                                                                                                    | SAM.gov<br>Unique Entity ID #                                                                                                        | M369JMT9S1V1                                                                                                                                                                                                                                                           |           |          |            |            |            |            |            |            |
| SAM.gov<br>CAGE / NCAGE                                                            | 8EGC2                                                                                                                                                                                                                                                                                           |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Publicly Traded Business                                                           | xx No      ___ Yes Ticker Symbol _____                                                                                                                                                                                                                                                          |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Remittance Address                                                                 | 6810 Lee Road                                                                                                                                                                                                                                                                                   |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| City/State/Zip                                                                     | Spring, TX 77379                                                                                                                                                                                                                                                                                |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Physical Address                                                                   | 6810 Lee Road                                                                                                                                                                                                                                                                                   |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| City/State/Zip                                                                     | Spring, TX 77379                                                                                                                                                                                                                                                                                |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Phone Number                                                                       | 281.257.4020                                                                                                                                                                                                                                                                                    |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| E-mail                                                                             | Award@rods-inc.com                                                                                                                                                                                                                                                                              |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Contact Person                                                                     | Amber Ward                                                                                                                                                                                                                                                                                      |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise <input checked="" type="checkbox"/><br>SBE-Small Business Enterprise <input type="checkbox"/><br>HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/><br>WBE-Women's Business Enterprise <input checked="" type="checkbox"/> | Certification # 24-3-10932 _____<br>Certification # _____<br>Certification # 1260388940800 _____<br>Certification # 24-3-10932 _____ | <table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr> <td>03/27/2024</td> <td>10/08/2025</td> </tr> <tr> <td>11/28/2023</td> <td>11/28/2027</td> </tr> <tr> <td>04/06/2021</td> <td>03/31/2027</td> </tr> </tbody> </table> | Cert Date | Exp Date | 03/27/2024 | 10/08/2025 | 11/28/2023 | 11/28/2027 | 04/06/2021 | 03/31/2027 |
| Cert Date                                                                          | Exp Date                                                                                                                                                                                                                                                                                        |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| 03/27/2024                                                                         | 10/08/2025                                                                                                                                                                                                                                                                                      |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| 11/28/2023                                                                         | 11/28/2027                                                                                                                                                                                                                                                                                      |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| 04/06/2021                                                                         | 03/31/2027                                                                                                                                                                                                                                                                                      |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Company's gross annual receipts                                                    | <\$500,000 _____                                                                                                                                                                                                                                                                                | \$500,000-\$4,999,999 _____                                                                                                          |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
|                                                                                    | \$5,000,000-\$16,999,999 x _____                                                                                                                                                                                                                                                                | \$17,000,000-\$22,399,999 _____                                                                                                      | >\$22,400,000 _____                                                                                                                                                                                                                                                    |           |          |            |            |            |            |            |            |
| NAICs codes (Please enter all that apply)                                          | 541330 & 541370                                                                                                                                                                                                                                                                                 |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Signature of Authorized Representative                                             |                                                                                                                                                                                                                                                                                                 |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Printed Name                                                                       | Hilda S. Obregon Lease, PE                                                                                                                                                                                                                                                                      |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Title                                                                              | President                                                                                                                                                                                                                                                                                       |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |
| Date                                                                               | 4/1/2025                                                                                                                                                                                                                                                                                        |                                                                                                                                      |                                                                                                                                                                                                                                                                        |           |          |            |            |            |            |            |            |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**



**COUNTY PURCHASING AGENT  
Fort Bend County, Texas**

**Vendor Information**

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

|                                                                                    |                                                                        |                                      |                       |          |  |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------|-----------------------|----------|--|
| Legal Company Name<br>(top line of W9)                                             | Ninyo & Moore Geotechnical & Environmental Sciences Consultants        |                                      |                       |          |  |
| Business Name<br>(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  | 39                    |          |  |
| Federal ID # or S.S. #                                                             | 33-0269828                                                             | SAM.gov<br>Unique Entity ID #        | N2R6ZUKXCHH3          |          |  |
| SAM.gov<br>CAGE / NCAGE                                                            | 0EHW5                                                                  |                                      |                       |          |  |
| Publicly Traded Business                                                           | x No      ___ Yes Ticker Symbol _____                                  |                                      |                       |          |  |
| Remittance Address                                                                 | 5710 Ruffin Road                                                       |                                      |                       |          |  |
| City/State/Zip                                                                     | San Diego, CA 92123                                                    |                                      |                       |          |  |
| Physical Address                                                                   | 2313 W. Sam Houston Pkwy N, Suite 119                                  |                                      |                       |          |  |
| City/State/Zip                                                                     | Houston, TX 77043                                                      |                                      |                       |          |  |
| Phone Number                                                                       | 713/973-8400                                                           |                                      |                       |          |  |
| E-mail                                                                             | jsunderwala@ninyoandmoore.com                                          |                                      |                       |          |  |
| 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 x _____ |          |  |
| NAICs codes (Please enter all that apply)                                          | 541330; 541380; 541350; 541360                                         |                                      |                       |          |  |
| Signature of Authorized Representative                                             | <i>Jay T. Sunderwala</i>                                               |                                      |                       |          |  |
| Printed Name                                                                       | Jay Sunderwala                                                         |                                      |                       |          |  |
| Title                                                                              | Principal Engineer                                                     |                                      |                       |          |  |
| Date                                                                               | 3/31/2025                                                              |                                      |                       |          |  |

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**



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

## Request for Taxpayer Identification Number and Certification

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

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type<br>See Specific Instructions on page 2. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br/><b style="text-align: center;">Infrastructure Engineering Inc.</b></p> <p>2 Business name/disregarded entity name, if different from above<br/><b style="text-align: center;">Same as above</b></p> <p>3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br/> <input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate<br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br/> <b>Note.</b> 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.<br/> <input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br/> Exempt payee code (if any) _____<br/> Exemption from FATCA reporting code (if any) _____<br/> <i>(Applies to accounts maintained outside the U.S.)</i></p> <p>5 Address (number, street, and apt. or suite no.)<br/><b>1 South Wacker Drive, Suite 2650</b></p> <p>6 City, state, and ZIP code<br/><b>Chicago, Illinois 60606</b></p> <p>7 List account number(s) here (optional)</p> <p style="text-align: right;">Requester's name and address (optional)</p> |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**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.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |   |   |   |   |   |   |   |   |  |   |   |  |  |  |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |   |   |   |   |   |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---|---|---|---|---|---|---|---|--|---|---|--|--|--|--|--|--|---|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|---|---|
| <b>Social security number</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Employer identification number</b> |   |   |   |   |   |   |   |   |  |   |   |  |  |  |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |   |   |   |   |   |   |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td></tr> <tr><td style="text-align: center;">-</td><td style="text-align: center;">-</td><td colspan="6"></td><td style="text-align: center;">-</td><td colspan="3"></td></tr> </table> |                                       |   |   |   |   |   |   |   |   |  | - | - |  |  |  |  |  |  | - |  |  |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">3</td><td style="width: 5%;">6</td><td style="width: 5%;">-</td><td style="width: 5%;">3</td><td style="width: 5%;">5</td><td style="width: 5%;">2</td><td style="width: 5%;">7</td><td style="width: 5%;">3</td><td style="width: 5%;">4</td><td style="width: 5%;">2</td></tr> </table> | 3 | 6 | - | 3 | 5 | 2 | 7 | 3 | 4 | 2 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |   |   |   |   |   |   |   |   |  |   |   |  |  |  |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |   |   |   |   |   |   |
| -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | -                                     |   |   |   |   |   |   | - |   |  |   |   |  |  |  |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |   |   |   |   |   |   |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 6                                     | - | 3 | 5 | 2 | 7 | 3 | 4 | 2 |  |   |   |  |  |  |  |  |  |   |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |   |   |   |   |   |   |   |

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

|                  |                            |                          |
|------------------|----------------------------|--------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ <b>04/01/2025</b> |
|------------------|----------------------------|--------------------------|

**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](http://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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.



Job No.: 25-039

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

Taxpayer Identification Number (T.I.N.): 363527342

Company Name submitting Bid/Proposal: Infrastructure Engineering Inc.

Mailing Address: 100 Louisiana Street, Suite 1990, Houston, TX 77002

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

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

\_\_\_\_\_

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

| <u>Fort Bend County Tax Acct. No.*</u> | <u>Property address or location**</u> |
|----------------------------------------|---------------------------------------|
| n/a                                    |                                       |
| _____                                  | _____                                 |
| _____                                  | _____                                 |
| _____                                  | _____                                 |

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

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

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

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

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

I certify that Infrastructure Engineering Inc. is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Chicago, IL.  
[Company Name] [City and State]

Created 05/12




**EXHIBIT A**

**CONTRACTOR'S LOCAL OPPORTUNITY PLAN**

Infrastructure Engineering Inc. \_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of Fort Bend County.

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

As officers and representatives of Aaron Patterson, 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

Vice President, Business Development  
\_\_\_\_\_  
Title

04/08/2025  
\_\_\_\_\_  
Date



**EXHIBIT D**

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

Infrastructure Engineering Inc.

NAME OF CONTRACTOR

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or 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

04/08/2025

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 4 date of April, 2025.

By   
(signature)  
Aaron Patterson  
(typed or printed name)  
Vice President, Business Development  
(title, if any)

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



**EXHIBIT F**

SECTION 504 CERTIFICATION

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

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

(Name) Aaron Patterson

(Address) 1000 Louisiana Street, Suite 1990

Houston, TX 77002

City                      State                      Zip

Telephone Number ( 281.) 500 - 4327 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).



## 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:

TBD

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) Fort Bend County on Section 3 efforts and accomplishments.

Infrastructure Engineering Inc.

Name of Contractor/Subcontractor

1000 Louisiana Street, Suite 1990 Houston, TX 77002

Address

Aaron Patterson

Printed Name

Signature

Vice President, Business Development

Title

04/08/2025

Date



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

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

Infrastructure Engineering Inc.

\_\_\_\_\_  
Name of Proposed Contractor

RFQ 25-039

Engineering Consulting Services for Federally  
Funded Projects for 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 Aaron Patterson

Title Vice President, Business Development

  
SIGNATURE

04/08/2025

DATE

# Exhibit C

## Community Development Rate Sheet



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

| <b>Position</b>                                  | <b>Hourly Rate</b> |
|--------------------------------------------------|--------------------|
| Project Manager                                  | \$ 329.00          |
| Senior Engineer                                  | \$ 268.00          |
| Civil Engineer                                   | \$ 209.00          |
| Environmental Specialist                         | \$ 200.00          |
| Senior Environmental Scientist / NEPA Specialist | \$ 250.00          |
| Archaeologist / Cultural Specialist              | \$ 250.00          |
| Biologist / Wetlands Specialist                  | \$ 250.00          |
| Design Technician                                | \$ 200.00          |
| Permitting Specialist                            | \$ 209.00          |
| QA/QC Inspector                                  | \$ 160.00          |
| GIS Analyst / Technician                         | \$ 185.00          |
| Environmental Field Technician                   | \$ 160.00          |
| Administrative Support                           | \$ 100.00          |

# 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](http://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](http://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)<br>Fort Bend County                                     | 3a. Grantee's 9-digit Tax ID Number<br>746001969 | 3b. Grantee's 9-digit DUNS Number<br>081497075 |
| 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)<br>301 Jackson St<br>Richmond, TX 77469-3108 | 4. Date use of funds may begin<br>08/25/2020     |                                                |
|                                                                                                                      | 5a. Project/Grant No. 1<br>B-20-UC-48-0004       | 6a. Amount Approved<br>\$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)<br>Stacia L. Johnson |                    | Grantee Name (Contractual Organization)<br>Fort Bend County (Fort Bend County) |                               |
| Title<br>CPD Director                                                           |                    | Title<br>County Judge                                                          |                               |
| Signature<br><br>X                                                              | Date<br>08/25/2020 | Signature<br><br>X <i>KP George</i>                                            | Date (mm/dd/yyyy)<br>9-1-2020 |

|                                                                                           |                                                                                                                    |                                                          |                                                                                                                                             |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 7. Category of Title I Assistance for this Funding Action:<br><br>Entitlement, Sec 106(b) | 8. Special Conditions (check one)<br><input type="checkbox"/> None<br><input checked="" type="checkbox"/> Attached | 9a. Date HUD Received Submission (mm/dd/yyyy) 07/16/2020 | 10. check one<br><input checked="" type="checkbox"/> a. Orig. Funding Approval<br><input type="checkbox"/> b. Amendment<br>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<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                | 12b. Name and complete Address of Public Agency               |
| <b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b><br>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<br><br>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<br>Department/Agency | Indirect cost rate | Direct<br>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](http://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<br>Department/Agency | Indirect cost rate | Direct<br>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](http://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<br>Fort Bend County<br><br>301 Jackson St<br><br>Richmond, TX 77469-3108 |                           |                                            | 2. Grant Number<br>M20-UC480216                                                                                                                                                                                                                                                                                                                                    |  |                                                           |
|                                                                                                          |                           | 3a. Tax Identification Number<br>746001969 | 3b. Unique Entity Identifier (formerly DUNS)<br>081497075                                                                                                                                                                                                                                                                                                          |  |                                                           |
|                                                                                                          |                           | 4. Appropriation Number<br>860/30205       | 5. FY<br>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 1<sup>st</sup> of the 5<sup>th</sup> 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)<br>Stacia L. Johnson, CPD Director                         |  | 14. Signature                     | 15. Date<br>08 / 25 / 2020 |
| 16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)<br>KP George / County Judge of Fort Bend County |  | 17. Signature<br><i>KP George</i> | 18. Date<br>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<br>Fort Bend County<br>301 Jackson St<br>Richmond, TX 77469-3108                                                                                                                                                                                                                     |  | 2. Unique Federal Award Identification Number:<br>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<br>07/16/2020                                                    | 12. Period of Performance Start Date (the date listed in Box 18)<br>08/25/2020 |
| 13. Type of Agreement (check applicable box)<br><input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)<br><input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds)<br><input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds) |  | 14. Special Conditions and Requirements<br><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)<br>Stacia L. Johnson<br>CPD Director | 17. Signature<br><u>X</u>                  | 18. Federal Award Date<br>08 / 25 / 2020 |
| 19. For the Recipient (Name and Title of Authorized Official)<br>KP George / County Judge of Fort Bend County                         | 20. Signature<br><u>X</u> <i>KP George</i> | 21. Date (mm/dd/yyyy)<br>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<br/>Department/Agency</u> | <u>Indirect cost rate</u> | <u>Direct<br/>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.