

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND   §

**AGREEMENT FOR ACQUISITION AND PROJECT MANAGEMENT SERVICES  
 FOR FORT BEND COUNTY FOR DISASTERS DR 4269-006 AND DR 4269-007  
 RFP 18-080**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Jeffrey S. Ward & Associates, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires to engage Contractor to provide acquisition and project management services for disasters DR 4269-006 and DR 4269-007 as a result of 2016 flooding (hereinafter "Services") pursuant to RFP 18-080; and

WHEREAS, Contractor represents that it is qualified and desires to perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render the Services to County in compliance with any and all Federal Emergency Management Agency (FEMA) and United States Department of Housing and Urban Development (HUD) rules and regulations as described in relevant portions of Contractor's Proposal for Acquisition and Project Management Services provided in response to County's Request for Proposals 18-080, attached hereto as Exhibit A and incorporated herein for all purposes. Further, Contractor shall provide all Services and take all necessary steps as required by the grant regulations related to RFP 18-080, as shown in Exhibit B. attached hereto and incorporated herein for all purposes.

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of 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 Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A one hundred ninety-seven thousand four hundred dollars and no/100 (\$197,400.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to the designated County staff person, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (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 reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred ninety-seven thousand four hundred dollars and no/100 (\$197,400.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred ninety-seven thousand four hundred dollars and no/100 (\$197,400.00).

### **Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than twenty-four (24) months thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

### **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time by written notice to the Contractor. If the Contractor has any property in its possession belonging to County, the Contractor will account for the same, and dispose of it in the manner County directs.

### **7.2 Termination for Cause**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor 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, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, 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 shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously presented for payment by Contractor to County. Contractor's final Pay Application for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 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.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon

completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 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 (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:

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

10.1.2 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.

10.1.3 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.

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

10.2 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 shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 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 the contract; 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 that work under the Agreement is completed.

## **Section 11. Indemnity**

**11.1 CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

11.2 Contractor shall timely report all such matters to 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 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 County required by Contractor in the defense of each matter.

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

11.4 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 Contractor, 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 the acts and omissions of Contractor are not at issue in the matter.

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

11.6 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

11.7 Contractor 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 County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to County.

11.8 Loss Deduction Clause - 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 Contractor and/or trade contractor providing such insurance.

## **Section 12. Confidential and Proprietary Information**

12.1 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.

12.2 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 matter in Contractor's possession which embody Confidential Information.

12.3 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.

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

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding

any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

### **Section 13. Independent Contractor**

13.1 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 or, where permitted, of its subcontractors.

13.2 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.

### **Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Office of Emergency Management Attn: Emergency Management Coordinator 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	Jeffrey S. Ward & Associates, Inc. Attn: Jeffrey S. Ward, President P.O. Box 4356 Leesburg, Virginia 20177

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and 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. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Performance Warranty**

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

#### **Section 17. Assignment and Delegation**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

#### **Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas,



for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

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

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibits this Agreement controls.

**Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, 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.

## **Section 26. Federal Funding Requirements**

26.1 Americans with Disabilities Act (ADA): Contractor shall comply with all federal, state, county, and local laws concerning this type of service and the fulfillment of all ADA requirements.

26.2 Drug-Free Workplace: Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

26.3 Debarment: The Consultant hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency.

26.4 Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms: Consultant will take all necessary affirmative steps to assure that qualified small, minority firms, women's business enterprises, and labor surplus area firms are used when possible by:

26.4.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

26.4.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

26.4.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

26.4.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

26.4.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

26.4.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 26.2.1 through 26.2.5.

26.5 Contract work hours and safety standards: Construction must comply 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.

26.6 Clean Air Act and Federal Water Pollution Control Act: Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

26.7 Energy Policy and Conservation Act: Consultant agrees to comply with Energy Policy and Conservation Act (42 U.S.C. § 6201).

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

26.9 Equal Employment Opportunity:

26.9.1 Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

26.9.2 Key Definitions.

26.9.2.1 Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

26.9.2.2 Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

26.9.3 Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

26.9.4 The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

26.9.4.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

26.9.4.2 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 considerations for employment without regard to race, color, religion, sex, or national origin.

26.9.4.3 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.

26.9.4.4 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.

26.9.4.5 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.

26.9.4.6 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 as 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.

26.9.4.7 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

#### 26.10 Rights to Inventions Made under a Contract or Agreements:

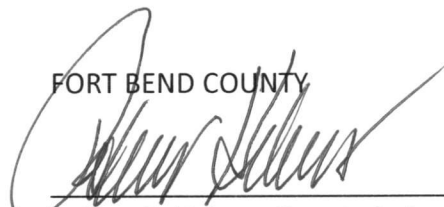
26.10.1 Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

26.10.2 If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

26.10.3 The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY



Robert E. Hebert, County Judge

JEFFREY S. WARD & ASSOCIATES, INC



Authorized Agent – Signature

Date

ATTEST:



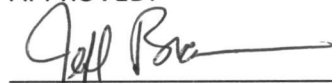
Laura Richard, County Clerk

JEFF WARD  
Authorized Agent – Printed Name

PRESIDENT  
Title

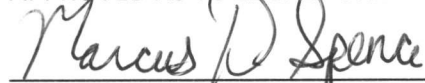
10/26/18  
Date

APPROVED:



Jeff Braun, Emergency Management Coordinator

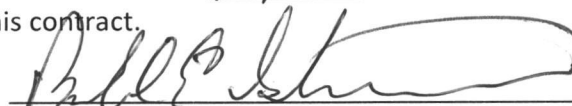
APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 197,400 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

# EXHIBIT A





**ORIGINAL**

 *JSW & Associates, Inc.*  
*Hazard Mitigation Consultants*

PROPOSAL FOR  
Acquisition and Project  
Management Services for Fort  
Bend County for Disasters DR  
4269-006 and DR 4269-007  
RFP 18-080

SUBMITTED BY  
Jeffrey S. Ward & Associates, Inc.  
P.O. Box 4356  
Leesburg, Virginia 20177  
Phone: (540) 668-6945  
Email: jswa1@outlook.com








## TAB 1 – UNDERSTANDING SCOPE OF WORK

### 1.1 FIRM'S PHILOSOPHY

Fort Bend County requires a vendor with the experience and expertise to advise and assist with the evaluation, planning, management, and execution of various property acquisition programs. **Jeffrey S. Ward & Associates, Inc. (JSWA)** is one of the country's most knowledgeable and experienced Property Acquisition Consultants.

Figure 1: JSWA Acquisition History

JSWA: Acquisition Understanding and History	
	<ul style="list-style-type: none"> <li>• <b>Harris County Flood Control District:</b> Authored voluntary and non-voluntary acquisitions policies and procedures manuals. Supported acquisition of more than 1,000 properties after Tropical Storm Allison.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Travis County:</b> Acquisition of more than 200 flood-prone structures. Supplemental housing assistance provided to more than 100 low income and minority homeowners for voluntary acquisitions.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Fort Bend County:</b> Assisted in the development to two County-wide FEMA required hazard mitigation plan updates. Clear understanding of County's hazards, impacts, and mitigation alternatives.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Jefferson County Drainage District No. Six:</b> Mitigation consultant for the past ten years. Obtained more than \$125M in FEMA funds for drainage projects.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Multiple Communities:</b> Acquisition consultant following Hurricane Ike, assisting in acquisition of over 1,200 flood damaged properties, all including duplication of benefits.</li> </ul>

Our firm's philosophy is emphasizing communication and homeowner/client service. Mr. Ward's philosophy is based upon extensive understanding of the region:

- He has written the Harris County Flood Control District's (HCFCD, TX) voluntary and non-voluntary acquisitions policies and procedures manuals.
- JSWA provided support to HCFCD in the acquisition of over 1,000 properties after Tropical Storm Allison.
- He has served as acquisition consultant for Travis County, Texas for all involuntary and voluntary acquisitions. His team assisted Travis County with the acquisition and demolition of over 200 flood-prone structures throughout the County. These acquisitions have been a mix of voluntary (FEMA and County-funded) and involuntary (U.S. Army Corps of Engineers [USACE]-funded) projects. All voluntary acquisitions included providing supplemental housing assistance to over 100 low income and minority homeowner. All involuntary acquisitions included strict adherence to URA benefits for over 100 participants, both primary owner occupants and tenants.

- He served as acquisition consultant for the City of El Paso, Texas for all involuntary and voluntary acquisitions. All voluntary acquisitions provided URA supplemental housing assistance to over 100 low income and minority homeowners. At the completion of the voluntary program, the City hired JSWA to acquire over 30 parcels using TXDOT funds, all of which required strict adherence to URA guidelines. A full-time interpreter supported these acquisition projects.
- He has served as acquisition consultant for several communities following Hurricane Ike and assisted in the acquisition of over 1,200 flood damaged properties. All of these acquisitions included duplication of benefits. Duplication of benefits in these cases were more complicated than most since many flood victims received flood insurance payments, repair grants, and TWIA insurance payments.
- He has been a mitigation consultant for Jefferson County Drainage District No. Six (JCDD6) for the past ten years. JSWA has been successful in obtaining over \$125M in FEMA funds for drainage projects. Many of these projects required the acquisition of right of way and easements for location or expansion of drainage improvements. JSWA provided direct support to the District's attorney and Board of Director's for right of way acquisition, all of which required adherence to URA guidelines.

## 1.2 MANAGEMENT APPROACH TO WORK

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Mr. Ward will be principal in charge and overall project manager and will serve as overall technical lead. JSWA has in-depth experience with all elements of this scope of work. JSWA has formulated a team with direct experience with prior buyouts. JSWA has worked with both Accurity Qualified Analytics (AQA) and South Land Title on prior FEMA funded and client funded acquisitions totaling over 1,500 homes. This team has a good working relationship which will benefit the client in a seamless and effective acquisition program. JSWA implements projects with an eye on ensuring flood victims are treated fairly and equitably and the Client's expectations are exceeded, all while ensuring adherence to FEMA requirements and regulations. More information about our teammates is shown below and in other sections of this RFP response.

- **Accurity Qualified Analytics (AQA)**, a real estate appraisal and consulting firm located in Houston, Texas.
- **South Land Title**, a locally owned and operated title company serving customers in the Houston Metroplex for more than 20 years.

We will detail the qualifications and experience of JSWA, Accurity Qualified Analytics, and South Land Title in **Section IV: Organizational Information/Qualifications** of this proposal, along with our organizational chart and resumes of key personnel. In the following sections, Team JSWA will demonstrate our capability for performing all tasks detailed in the RFP.

### 1.2.1 Landowner Notification

In multiple past projects, JSWA has performed all aspects of landowner notification, including obtaining landowner contact information and completing notification letter packages. Our team has experience compiling applicable Bill of Rights documents, project details, identification of the selected appraiser, and obtaining metes and bounds, and parcel sketches.

### 1.2.2 Title

In various past projects, JSWA has worked with South Land Title, who has provided the following services, and will provide these same services for this project:

- a. Our team will open title and obtain commitment upon request.

- i. This process will involve sending metes and bounds to the title company and reviewing the title commitment. Team members will make copies of all documents, including commitments, and create a filing system. Our team will review ownership and any Schedule B or C items.
- b. We understand that if the County does not authorize use of the title company, we will contract with an outside abstractor for the limited title sheets.
- c. Our team will forward the title or limited title sheet to the appraiser upon receipt.
- d. Our team will submit a full abstract of title in a report form and includes copies of vesting deeds, record owner, lienholders, easements, and restrictions.
- e. It is understood that both abstracts and title policy are required. Title Policy will be in the form approved by the Texas Department of Insurance and the price for title policies will be based on the Texas Department of Insurance title policy rates.

As indicated above, JSWA, through South Land Title, will open title and obtain title commitments. As you will see in the option / value added services section below, it is our recommendation that the County use this contract to also handle real estate settlements. If the County so chooses, JSWA can provide the following services.

- Receive and review contracts;
- Confirm legal descriptions using property addresses, tax parcel account numbers, appraisals and surveys;
- Open title and review commitment;
- Verify legal descriptions and compare legal vesting, tax parcel account numbers, appraisals and survey;
- Send title commitment to JSWA along with copies of exception documents reflected on title commitment;
- Communicate with JSWA any exceptions on commitment that could possibly be a “red flag”;
- Order tax certificates and HOA Statement of Accounts;
- Communicate with parcel owner to cure title issues, such as probates, liens, payoffs, bankruptcies and any other curative matters;
- Order and review surveys, if required;
- Prepare Settlement Statements and title documents for closing;
- Obtain Deed and any other required buyout documents for signature;
- Coordinate with JSWA to obtain checks for each parcel;
- Coordinate with parcel owners for closing date/time;
- Coordinate closing date/time with JSWA for inspections to be ordered;
- Make receipts and disbursements per the Settlement Statement;
- Electronically record the required documents (Deed), in the appropriate county;
- After funding, deliver a final closing package to include;
  - Original title policy;
  - Original settlement statement;
  - Original recorded deed;
  - Original title company documents;
  - Original buyout documents;
  - Original survey, if required.
- Maintain updated spreadsheets for buyout project; and
- Title company buyout team to be readily available to provide support and ensure the timely delivery of communication to facilitate each closing.

### 1.2.3 Appraisal

In various past projects, JSWA has worked with Accurity Qualified Analytics (AQA), who has provided the following services, and will provide these same services with this project:

- a. JSWA works with Client to provide AQA with an appraisal assignment letter. This letter will include:
  - i. Metes and bounds and parcel sketches
  - ii. Project description
  - iii. Fort Bend County Appraisal District account information
  - iv. Any environmental studies that were completed
- b. JSWA will order pre-flood or current market value appraisal from appraiser (non-citizens ineligible for pre-flood market value)
  - i. AQA completes appraisal inspection and delivers a complete appraisal

### 1.2.4 Negotiation

For all parcels approved for acquisition in a buyout program, JSWA will be the key liaison in negotiations between the homeowner and the client, ensuring the homeowner clearly understands the program and their rights and options, while also ensuring the client meets all grant requirements. Specifically, we have performed the following services:

- Serving as buyout representative, representing the client during the entire buyout process
- Developing data for and preparing the determination of compensation and offer to sell
- Meeting with each parcel owner to describe the acquisition process, specifically:
  - Timeframe for acquisition
  - Grant requirements regarding Duplication of Benefits or Increased Cost of Compliance
  - Offer process
  - Closing process
  - Demolition process
- Reviewing and verifying eligibility for buyout with each parcel owner
- Preparing draft deed with required deed restrictions
- Performing all required grant administration to include reporting and reimbursement request preparation/processing
- Facilitating bi-lingual outreach and bi-lingual offer presentation and negotiations.

Our extensive experience will guide the process using the following steps of the negotiation process.

- a. Written Offer. When we prepare a written offer, we review the appraisal, determine applicable Duplication of Benefits (DOB) deductions if pre-flood value, prepare offer letter and present offer along with appraisal, metes and bounds, parcel sketches, Right to Repurchase and Landowners Bill of Rights, if applicable.
- b. Negotiation. Once the offer is sent, we meet with property owners within several days to discuss concerns, review information supplied by owners, and review any maps or schematics, answering any questions and resolving any concerns that the parcel owner may have throughout all phases of the buyout. We prepare negotiator logs and maintain files on acquisition process and progress, documenting all pertinent information. JSWA typically prepares and maintains a hard copy case file for each buyout participant. If needed, we will work on title curative for items on Schedule B and C (or limited title

sheet) not acceptable to Fort Bend County. This will be accomplished in coordination with the Client, South Land Title, and the owner of the property.

- c. Request extension letter. We understand that the extension letter must be received within the 30-day allotted time for an extension request. As part of our negotiation duties, we will submit extension requests to Fort Bend County in the 30 day allotted timeframe if the owner needs more time to gather information in order to their present counter offer. If the extension is granted, we inform owners in writing that they have 30 days to present information in reference to their counter.
- d. Receive counter offer. We will review contents of the counter offer for correct information and prepare forms that outline both Fort Bend County's offer and the property owner's request.
- e. Submit counter offer to Fort Bend County for consideration. We will then send the counter offer packet to Fort Bend County, requesting review of the counter offer information.
- f. Receive and send out counter offer acceptance or denial letter. Once the counter offer has been approved or denied by Fort Bend County, we will prepare and deliver the appropriate letter, along with final offer letter.
- g. Final offer. Once received, we will mail the final offer letter to landowner including conveyance document(s) and property code 21.101 after at least 30 days from the receipt of certified offer letter. In the 14-day period for the final offer to expire, we will begin gathering information needed to proceed to condemnation. Include copy of conveyance document(s) and property code 21.101 per SB18.
- h. Settlement. Upon settlement if needed we will perform title curative measures. This will be accomplished in coordination with the Client, South Land Title, and the owner of the property. We will submit a Request for Payment to Fort Bend County for any lender processing fees associated with obtaining releases or consents; will submit these requests to pay all landowners, lienholders, leasehold estates or other improvement owners. We will also contact landowners to schedule pickup or delivery of checks and complete pre-closing inspection reports. Finally, we will collect Assignment of Coverage D forms for buyouts deemed substantially damaged with an active flood insurance policy for demolition reimbursements.

### 1.2.5 Settlements

JSWA understands how to perform settlements. We understand Fort Bend County requires the following as part of a settlements closed:

- Receive and review contracts
- Perform title curative measures (for example, lender approval/consent/release, taxes paid when applicable, heirship affidavits filed if necessary)
- Order Request for Payment(s) to pay all landowners, lienholders, leasehold estates or other improvement owners
- Confirm legal descriptions using property addresses, tax parcel account numbers, appraisals and surveys
- Open title and review commitment;
- Verify legal descriptions and compare legal vesting, tax parcel account numbers, appraisals and survey (when/if applicable)
- Identify exceptions on commitment that could possibly be a "red flag";
- Order tax certificates and HOA Statement of Accounts



- Communicate with parcel owner to cure title issues, such as probates, liens, payoffs, bankruptcies and any other curative matters
- Order and review surveys, if required (surveys, when required by County, will be conducted for a separate fee to be negotiated on a case by case basis)
- Prepare Settlement Statements and title documents for closing
- Obtain Deed and any other required buyout documents for signature
- Coordinate with County to obtain checks for each settlement
- Coordinate with parcel owners for closing date/ time
- Coordinate closing date/time with JSWA for inspections to be ordered
- Make receipts and disbursements per the Settlement Statement
- Electronically record the required documents (Deed), in the appropriate county
- After funding, deliver a final closing package

### 1.2.6 Demolition Support

JSWA understands how to provide support to the demotion process for acquired properties. We understand Fort Bend County requires the following as part of a settlements demolition support:

- Assist in the administration of demolition related floodplain buyout program implementation.
  - Develop process for facilitating timing and competitive demolition of homes in the buyout program
  - Develop a process checklist, with specific timelines, for the completion of all required tasks related to the demolition of each acquired property
  - Complete required tasks (where task is specifically consultant's responsibility) and/or ensure others with required tasks – Wayne Procurement, Demolition Contract, et al, are completing their tasks, consistent with the established process checklist timelines.
  - Assist in the development of thorough demolition specifications to be used by Conway procurement when bidding out acquired home demolitions
  - Coordinate with Title Company on specific closing dates for each property in buyout program
  - Coordinate with County Project Manager to ensure asbestos inspections are completed in a timely manner and the results of asbestos surveys are provided for use in bidding demolitions
  - Assist County procurement in the preparation of the demo package with Deed, HUD-1, photo, and asbestos survey report and provide to procurement for use in final bid document preparation
  - Support procurement in the review of received demolition bids
  - Oversee demolition contractor to ensure demolitions are completed within the required timeframe
  - Prepare FEMA required Demolition Certificates for each property for County review and signature
  - Coordinate with demolition contractor to obtain required documents for each demolition to confirm completion, to include but limited to:
    - Utility Shut-off
    - Sewer disconnects
    - Environmental Permit (i.e. Asbestos)
    - Demolition Permit
  - Provide County Project Manager with completed Demolition folder for each demolition

### 1.2.7 File Closeout

JSWA understands how to perform a file closeout. We understand Fort Bend County requires the following as part of a closed file and we will confirm that all items (noted in Task 6a) are included:

- CAD Printouts
- Court order authorizing purchase with all exhibits
- Appraisal assignment letter
- Title report (all requirements met)
- Offer letter and proof of offer received
- Metes and bounds/Survey Map
- Final offer
- Increase Court Letter
- Copy of extension letter request and attachments
- Request for Payment (with approval initials)
- Copy of all appraisals
- Contact log with copies of e-mails and letters
- Copy of check and receipt
- Recorded Instrument
- E-mail to Auditing, Geographic Information System (GIS) and HCAD
- Database updated accordingly
- Agent information form
- Complete ICC reimbursement requests

## 1.3 PREFERRED METHODS FOR MEETING REQUIREMENTS/DELIVERABLES IN SPECIFICATIONS

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As indicated in the section above, Team JSWA is prepared to meet all requirements and deliverables specified in the County's RFP. In coordination with our team members and key personnel, we foresee no limitations on our ability to perform these services.

## 1.4 TIMELINE

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Our timeline for RFP services, indicating deliverables, vendor responsibilities and resources needed from Fort Bend County, follows in **Table 1**.

Table 1: JSWA Timeline for Fort Bend County

Service	Vendor	Start Time	Time to Complete
<b>Service 1: Landowner Notification</b>	JSWA	Immediately upon Notice to Proceed (NTP) from Fort Bend County (FBC) to JSWA.	Two weeks.

Service	Vendor	Start Time	Time to Complete	
Service 2: Title	JSWA's subcontractor South Land Title	As Landowners are notified (immediately upon NTP from FBC to JSWA).	<ul style="list-style-type: none"><li>• Five working days per 42 properties that are Lot and Block.</li><li>• Eight Working days for properties that are Metes and Bounds.</li></ul>	
Service 3: Appraisal	JSWA's subcontractor AQA	As Title Commitments are received. Homeowner list will be provided to appraiser immediately upon NTP from FBC to JSWA – appraisal firm will build property folders.	# Reports	
			Week 1	0
			Week 2	0
			Week 3	0
			Week 4	21
			Week 5	21
Service 4: Negotiation	JSWA	As appraisals are received.	#Negotiations	
			Week 1	21
			Week 2	21
Service 5: Settlement	JSWA subcontractor Southland Title	As contracts are accepted, Southland Title will prepare for closings.	Closings will be conducted when title is clear and owners/sellers are prepared to vacate the property	
Service 6: Demolition Support	JSWA	As properties are settled, JSWA will assist County in preparing for demolition bids	Demolitions will be completed, post-closing, and after final demo bids are selected.	
Service 7: File Closeout	JSWA	At completion of Settlement.	One week after demolition, the closed folder will be provided to Fort Bend County.	

JSWA has a close working relationship with the State of Texas and FEMA Region VI mitigation staff. There are many benefits during implementation to these relationships. In addition, JSWA has in-depth application development and benefit cost analysis expertise. With JSWA on the Fort Bend County team, the Client has access to this wealth of knowledge and experience, when and if needed.

If the County desires these additional services, the price can be negotiated at the time of contract negotiations.



## TAB 2: COST

### PRICING FORM

RFP 18-080

#### Exhibit I: Pricing

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Landowner notification	42 properties	\$ 100.00	\$ 4,200.00
Title Commitment	42 properties	\$ 250.00	\$ 10,500.00
Full Title Abstract	42 properties	\$ 250.00	\$ 10,500.00
Appraisal	42 properties	\$ 700.00	\$ 29,400.00
Negotiation	42 properties	\$ 1,500.00	\$ 63,000.00
Demolition Support	42 properties	\$ 1,500.00	\$ 63,000.00
File Closeout	42 properties	\$ 100.00	\$ 4,200.00
Settlements*	42 properties	\$ 300.00	\$ 12,600.00
Grand Total			\$ 197,400.00

\* Settlements - This fee includes escrow fee for both buyer and seller, recordation fees, and tax certificates. Title Insurance and Title Insurance Guarantee Fee are not included in the per parcel fee. Title Insurance rates and Texas Guarantee fee will be at the Texas Department of Insurance, Title Insurance Rates in effect at the time of any real estate settlement.


Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated 7/23/18 Received 7/23/18

Addendum No 2 dated 7/23/18 Receive 7/25/18

Addendum No 3 dated \_\_\_\_\_ Received \_\_\_\_\_

Jeffrey S. Ward & Associates, Inc.  
Name of Respondent

  
Signature of Authorized Representative

Jeff Ward  
Printed Name of Representative

# EXHIBIT B

## List of HUD Exhibits provided in RFP 18-080

- Exhibit I – Quarterly Employment Data Report – This report must be completed five (5) days after the preconstruction meeting.
- Exhibit II – “Equal Employment Opportunity is the Law” (EEO) Poster – This poster must be posted at the job site in an area visible to all workers.
- Exhibit III – Payroll and Certification form – This form is due within five (5) working days after the end of the weekly payroll period. (Note: If you elect to use your own printed payroll form, the Statement of Compliance form should accompany your payroll form).
- Exhibit IV– Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees – This form should be completed by the General Contractor and Subcontractor, and should accompany the first payroll form.
- Exhibit V – Notice to Employees Poster – This poster, along with wage rates must be posed at the job site in an area visible to all workers.
- Exhibit VI – U.S. Department of Labor Wage Decision – This wage decision is required by HUD on all federally-funded projects. The Davis-Bacon Act requires that workers receive no less than the prevailing wages being paid for similar work in the locality.
- Exhibit VII – Employment and Minority Business Plan – As specified in Parts IV and V of the HUD Specifications, all prime Contractors are required to submit a completed Plan detailing employment, as well as economic opportunities for minority and women-owned businesses. This Plan is due within five (5) working days after being notified as the apparent low bidder. Failure to submit this Plan will render your bid non-responsive.
- Exhibit VIII – Certification for Contracts, Grants, Loans and Cooperative Agreements – This form must be completed five (5) days after the preconstruction meeting.
- Exhibit IX – Certification Regarding Debarment – This form must be completed for each subcontractor and returned within five (5) working days after the preconstruction meeting.
- Exhibit X – Subcontractor Profile – This form must be completed for each subcontractor and returned within five (5) working days after the preconstruction meeting.
- Exhibit XI – Contractor’s Local Opportunity Plan – Section 3
- Exhibit XII – Municipality’s Local Opportunity Plan – Section 3
- Exhibit XIII – Section 504 Certification

## Exhibit I

### Quarterly Employment Data Report

Fort Bend County Community Development Department 301 Jackson, Ste. 602, Richmond, TX 77469      281-341-4410      FAX 281-341-3762															
Project Name		Contractor's Business Name, Address, Phone No.				Contract No.		Contractor's Fed. I.D. No.			Contractor's Status <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor <input type="checkbox"/> Lower Tier				
Type of Contract <input type="checkbox"/> Construction <input type="checkbox"/> Service <input type="checkbox"/> Supply		Legal Status <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation		Contract Amount		Covered Workforce Area(s) <input type="checkbox"/> Houston SMSA  <input type="checkbox"/> Houston SMSA Plus Outside Area(s)		Current Employment Goals Minority: _____  Female: _____		Source of Funding <input type="checkbox"/> Federal  <input type="checkbox"/> Nonfederal		Reporting Period: From: _____  To: _____		Data Report No.	
All Employees				Minority Group Employees											
				Male				Female				Totals		Percent	
EEO Categories	Total Male & Female	Male	Female	Black (not of Hispanic Origin)	Hispanic	Asian or Pacific Islanders	American Indian or Alaskan Natives	Black (not of Hispanic Origin)	Hispanic	Asian or Pacific Islanders	American Indian or Alaskan Natives	Minority	Female	Minority	Female
Officials, Managers and Supervisors															
Professionals															
Technicians															
Sales Workers															
Office and Clerical															
Craftsmen (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
Apprentices															
Totals															
Company Official's Signature and Title					Date Signed		Name and Title of Individual Completing Report					Page _____ of _____			



## **IMPORTANT: HOW TO POST NOTICE IN A FORMAT ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES**

The law requires an employer to post notices describing the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability.

The enclosed poster, prepared by the Equal Employment Opportunity Commission (EEOC), summarizes these laws and explains how an employee or applicant can file a complaint if s/he believes that s/he has been the victim of discrimination.

These posters should be placed in a conspicuous location in the workplace where notices to applicants and employees are customarily posted.

The Americans with Disabilities Act (ADA) requires that notices of Federal laws prohibiting job discrimination be available in a location that is accessible to applicants and employees with disabilities that limit mobility.

Printed notices should be made available in an accessible format, as needed, to persons with disabilities that limit the ability to see or read. Notices can be recorded on an audio cassette or read to applicants or employees with disabilities that limit seeing or reading ability.

The EEOC has audio cassette recordings of the "Equal Employment Opportunity is the Law" poster. Employers may order a limited number for free by contacting the EEOC at:

U.S. Equal Employment Opportunity Commission  
Publications Information Center  
P.O. Box 12549  
Cincinnati, OH 45212-0549  
1-800-669-3362 or 1-800-800-3302 (TTY)

# 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 508 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.

# La Igualdad de Oportunidades en el Empleo es

# LA LEY

## Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

### RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

### DISCAPACIDAD

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

### EDAD

La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

### SEXO (SALARIOS)

Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

### GENÉTICA

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desórdenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

### REPRESALIA

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

### QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN

Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación.

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en [www.eeoc.gov](http://www.eeoc.gov) o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en [www.eeoc.gov](http://www.eeoc.gov).

## Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

### RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

El Orden Ejecutivo 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

### INDIVIDUOS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

### VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados

del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

### REPRESALIA

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-997-6251 (número gratuito) o (202) 693-1397 (número TTY). También puede contactar a la OFCCP por el correo electrónico [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

## Programas o actividades que reciban asistencia financiera federal

### RAZA, COLOR, ORIGEN NACIONAL, SEXO

Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

### INDIVIDUOS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

PAYROLL  
(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No.: 1235-0008  
Expires: 02/28/2018

NAME OF CONTRACTOR				OR SUBCONTRACTOR				ADDRESS												
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION				PROJECT OR CONTRACT NO.								
(1)	(2)	(3)	OT OR ST	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS					(9)	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION									TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work)  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full  
(Contractor or Subcontractor)  
weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
31 OF THE UNITED STATES CODE.



**Exhibit IV**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE  
TO SUPERVISE PAYMENT OF EMPLOYEES**

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Location \_\_\_\_\_ Project No. \_\_\_\_\_

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for

\_\_\_\_\_  
(specify "General Construction", "Plumbing", "Roofing", etc.)

in connection with the construction of the above-mentioned Project, and that (I) (we) have  
appointed \* \_\_\_\_\_

whose signature appears below, to supervise the payment of (my) (our) employees beginning  
\_\_\_\_\_, 2018; that he/she is in a position to have full  
knowledge of the facts set forth in the payroll documents and in the statement of compliance  
required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full  
authority and approval until such time as (I) (we) submit to the Fort Bend County Community  
Development Department a new certificate appointing some other person for the purposes  
hereinabove stated.

\* \_\_\_\_\_  
(Identifying Signature of Appointee)

Attest (if required)

\_\_\_\_\_  
(Name of Firm or Corporation)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**NOTE:** This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

<b>PREVAILING WAGES</b>	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
<b>OVERTIME</b>	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
<b>ENFORCEMENT</b>	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
<b>APPRENTICES</b>	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
<b>PROPER PAY</b>	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Jenny Varnado, Project Coordinator  
Fort Bend County Community Development Department  
301 Jackson  
Richmond, TX 77469  
281-341-4410  
281-341-3762 FAX

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

### SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Jenny Varnado, Project Coordinator  
Fort Bend County Community Development Department  
301 Jackson  
Richmond, TX 77469  
281-341-4410  
281-341-3762 FAX

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:  
**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

## 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 1(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 (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon 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 1(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 1(b)(2)(B) of the Davis-Bacon 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 subparagraph (1) of this paragraph.

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**(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 VII

### EMPLOYMENT AND MINORITY BUSINESS PLAN

Instructions: As specified in Parts IV and V of the HUD Specifications, all prime Contractors are required to submit a completed Plan detailing employment, as well as economic opportunities for minority and women-owned business. It is due within five (5) working days after being notified as the apparent low bidder. Failure to submit this Plan will render your bid as non-responsive.

#### **I. Contract Information**

Name of Contract: \_\_\_\_\_

Job Number: \_\_\_\_\_

Project Number: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

#### **II. Contractor Information**

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number/FAX: \_\_\_\_\_ / \_\_\_\_\_

Contractor's Federal Tax I.D. Number: \_\_\_\_\_

Names of three (3) Corporate Officers (if applicable):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Number of Employees: \_\_\_\_\_

### III. Employment Projections

(Indicate the number of employees who will have to be hired {by job categories} for this contract, including goals for hiring within the project area, minority, and female employees.)

PROJECT GOALS				
JOB CATEGORY	Total Needed To Be Hired	Area Residents	Minorities	Women
1. Laborers				
2. Mechanics				
3. Apprentices/Trainees				
4. Professionals/Managers/Clerical				

Definitions:

1. Laborers include occupations (hourly workers) engaging in manual work requiring no special training; i.e., laborers, gardeners.
2. Mechanics include occupations requiring a high level skill, including occupations requiring a combination of basic scientific knowledge and manual skills; i.e., carpenters, electricians, cement masons, and draftsmen.
3. Apprentices/Trainees include persons engaging in a training program to learn a trade or craft.
4. Professionals/Managers/Clerical include occupations requiring the exercise of college background, policy making, and clerical work, respectively.

### IV. Minority Business Projections

(Indicate the total number of subcontracts by category (i.e., plumbing, electrical, concrete, etc.) which will be needed to complete this contract, including proposed use of minority and women-owned business(es), and project area firms with estimated contract amounts.)

GOALS (Check (√) One)				
SUBCONTRACTS (By Category)	Minority	Women	Project Area	Estimated Contract Amount
1.				
2.				
3.				
4.				
5.				
6.				
TOTALS				

For definitions of minority and women-owned businesses, including project area firms, please see Parts IV and V of the HUD Specifications.

(For those areas checked (√) above, indicate the information requested below. Please identify the appropriate entry; i.e., subcontracts 1-6.)

<b>Name of Subcontractor</b>	<b>Address</b>	<b>Contact</b>	<b>Phone Number</b>
1.			
2.			
3.			
4.			
5.			
6.			

I do declare and affirm that the contents of the foregoing are true and correct, and will furnish, upon request, documentation which will attest to its accuracy.

---

President/Owner

---

Date

## EXHIBIT VIII

### 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 sub awards 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 \_\_\_\_\_, 2018.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
(Title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT  
(Type and identity of program, project or activity)

## EXHIBIT IX

### 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 X

### FORT BEND COUNTY COMMUNITY DEVELOPMENT DEPARTMENT SUBCONTRACTOR PROFILE

Project Name: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_

Type of Business:

☐ Sole Proprietor      ☐ Partnership      ☐ Corporation

Name(s) of Principle Owner(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Estimated Amount of Contract: \_\_\_\_\_

Type of Contract:      ☐ Construction      ☐ Supply      ☐ Service

Woman Owned      ☐ Yes      ☐ No

Minority Owned      ☐ Yes      ☐ No

☐ African-American      ☐ Mexican-American      ☐ Asian-American      ☐ Indian

Date: \_\_\_\_\_

#### For Office Use Only

\_\_\_\_\_ *Minority Verification*

\_\_\_\_\_ *Publication/Source*

\_\_\_\_\_ *Contractor Eligibility Verification*

\_\_\_\_\_ *Publication/Source*

## Exhibit XI

### 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 XII**  
**MUNICIPALITY'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



## **24 CFR part 135**

### **§ 135.38 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). 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.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, 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 135 regulations.

C. 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.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.

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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 504 CERTIFICATION

**Exhibit XIII**

**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).

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Jeffrey S. Ward & Associates, Inc.  
Leesburg, VA United States

Certificate Number:  
2018-382451

Date Filed:  
07/20/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

Date Acknowledged:  
11/06/2018

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP 18-080  
Acquisition, Demolition and Project Management Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)