

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

### **AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES**

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 MPACT Strategic Consulting LLC. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires that Contractor provide environmental review and consulting services as required for various County improvement projects (hereinafter "Services") pursuant to SOQ 20-109; 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 Services to County as described in Contractor's Scope of Work attached hereto as Exhibit A dated November 13, 2020, 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 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixty-five thousand dollars and no/100 (\$65,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

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 County staff person designated by the County Engineer, 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 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 sixty-five thousand dollars and no/100 (\$65,000.00) 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 sixty-five thousand dollars and no/100 (\$65,000.00).

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

This Agreement shall become effective immediately upon execution by the County and will continue in full effect until January 31, 2022. Thereafter, upon written mutual agreement of both parties, the Agreement may renew for additional one year term(s), not to exceed a period of five years, unless otherwise terminated as hereinafter provided. 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 upon forty-eight (48) hours written notice.

### 7.2 Termination for Default

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 invoiced to County. Contractor's final invoice 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 at mutually convenient times. County's right to inspect survives the termination of this Agreement for a period of four years. Notwithstanding the foregoing, Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

## **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. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

10.1.2 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.

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

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. 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**

**CONTRACTOR SHALL INDEMNIFY 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 TO THE EXTENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

### **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 Contractor 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 Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: MPACT Strategic Consulting, LLC  
Attn: Spurgeon Robinson, President  
4635 Southwest Freeway, Suite 700  
Houston, Texas 77027

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. Standard of Care**

Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by 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 so that the Services provided hereunder will be performed and delivered in accordance with the prevailing professional standards.

**Section 17. Assignment**

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

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

**Section 26. Human Trafficking**

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

**Section 27. Entire Agreement**

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

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**

**MPACT STRATEGIC CONSULTING LLC**

*KP George*  
County Judge KP George

*Spurgeon Robinson*

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

\_\_\_\_\_  
Spurgeon Robinson  
President

1-12-2021

12/17/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



ATTEST:

*Laura Richard*

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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 65,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Ed Sturdivant*

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

---

**SCOPE OF WORK AND PRICING NEGOTIATIONS FOR  
ENVIRONMENTAL CONSULTING SERVICES — HOUSING AND  
INFRASTRUCTURE**

**RFQ 20-109**

---

**Prepared for: Fort Bend County Purchasing Department**

**Prepared by: MPACT Strategic Consulting LLC**

**Due Date: November 13, 2020 - 4:00 PM (CST)**

---



Spurgeon Robinson, President  
**MPACT Strategic Consulting LLC**  
4635 Southwest Freeway, Suite 700  
Houston, Texas 77027  
866.361.7611 Ext. 700  
[srobinson@mpact-consulting.com](mailto:srobinson@mpact-consulting.com)

**LETTER OF TRANSMITTAL**

November 13, 2020

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

**Reference: RFQ 20-109, Environmental Consulting Services — Pricing Negotiations**

Dear Ms. Kovar:

MPACT Strategic Consulting LLC (MPACT) is providing the attached Scope of Work and Pricing in response to your November 3, 2020 - Negotiate Letter and subsequent November 5<sup>th</sup> email requesting pricing. We believe our team is well-qualified to provide environmental services to for both Housing and Infrastructure Environmental Services for Fort Bend County. Our local presence, familiarity with Fort Bend County operations is strengthened by the depth and environmental expertise of Halff Associates specialists and Texas archaeological studies.

MPACT with its Fort Bend County knowledge and Halff with its local bench of specialists bring the depth, expertise and dedication to deliver professional environmental services for Housing and Non-Housing/Infrastructure programs under HUD, CDBG and HOME funding.

We have included Flat Rate pricing by ERR for both Housing and Infrastructure scopes on page 26 of this document. Should further details on specific projects or sites be made available from the County, we would be more than happy to submit revised pricing for negotiation. We look forward to working with you and the team at Fort Bend County.

Please feel free to contact me, Spurgeon Robinson, at (866) 361-7611 x700 or via email at [srobinson@mpact-consulting.com](mailto:srobinson@mpact-consulting.com) with questions regarding this information or any aspect of our service.

Respectfully,



Spurgeon Robinson,  
President  
MPACT Strategic Consulting LLC

**TABLE OF CONTENTS**

**LETTER OF TRANSMITTAL ..... 2**

**TABLE OF CONTENTS..... 3**

**EXECUTIVE SUMMARY..... 4**

**1. SCOPE OF WORK..... 5**

    1.1. Overall Methodology and Schedule..... 5

        1.1.1. Project Schedule..... 5

    1.2. Task 1: Preliminary Review ..... 6

    1.3. Task 2: Conducting the Environmental Review ..... 7

        1.3.1. Environmental Review Record Coordination..... 8

        1.3.2. Lead-Based Paint Inspections and Risk Assessments..... 9

        1.3.3. Cultural, Historical and Archeological Studies..... 10

    1.4. Task 3: Request for Release of Funds (RROF)..... 12

    1.5. Task 4: Re-Evaluation..... 12

    1.6. Task 5: Deliverables and Requirements..... 12

        1.6.1. Program Administration..... 12

        1.6.2. Environmental Review Record..... 13

    1.7. Task 6: Phase I and II..... 15

**2. STAFF EXPERIENCE ..... 23**

    2.1. Project Team ..... 23

**3. PRICING ..... 26**

## EXECUTIVE SUMMARY

MPACT Strategic Consulting LLC (MPACT), headquartered in Houston, is a leading consulting and advisory services firm specializing in Environmental Compliance, Emergency Management and Disaster Recovery. MPACT has a strong working relationship with Fort Bend County most recently supporting the COVID-19 response. Our CDBG and environmental SME's have been supporting local Texas emergency operations for over 20 years and have provided environmental experience with Texas GLO, Nueces County and the TCEQ. Our Environmental Program Manager is a Certified Floodplain Manager and most recently served as Acting Environmental Manager for North Carolina Office of Recovery and Resiliency (NCORR). Our support to our local communities includes Missouri City, Harris County, City of Houston, San Marcos, Port Arthur and Southeast Texas.

MPACT has the technical training to support and lead the environmental review and inspection requirements associated with funding received from the U.S. Department of Housing and Urban Development. We have provided direct guidance and technical expertise to grantees that have led to compliance and efficiencies to expedite program recovery efforts without bottlenecks.

MPACT has added Halff Associates, Inc. as an integrated member of the project team bringing 35 years of superior environmental experience especially in the Task 6 specialty areas. Headquartered in Richardson, Texas with a local Houston office The HUD funded projects that Halff has provided support for have been for large infrastructure projects related to flood risk reduction, and experience providing assistance tiered reviews for transit and transportation projects with expertise in developing environmental constraints databases and identifying required environmental review scopes pursuant to Council on Environmental Quality (CEQ) regulations (40 CFR Parts 1500 - 1508).

Our team provides leadership and expertise in Environmental Compliance and Assessments, Program Strategy & Design, Program Management, Emergency Preparedness, Response, Recovery and Resiliency. MPACT is also a certified Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE) and federal small business 8(a) certified firm.

We have participated in multiple federally funded disaster recovery programs and projects valued at \$100 million to over \$25 Billion. In addition to these roles, our team members have consulted and led FEMA and CDBG-DR funded programs that required expert technical assistance including policy development, regulatory support & analysis, project management, program design & implementation, regulatory & compliance monitoring, response planning, fiscal management, training and vendor oversight & management.

Although we have supported all of the largest natural disasters in the USA, as Texas companies we are committed to supporting the communities in which we live including Fort Bend County and have demonstrated both leadership and effectiveness to speed the pace of recovery and rebuild more resilient communities.

## 1. SCOPE OF WORK

The MPACT Team will provide comprehensive environmental services to Fort Bend County that comply with all local and federal requirements to complete housing and non-housing/infrastructure projects with HUD funding. Range of Services include HUD Environmental Review Record compilation, Phase I & II Environmental Site Assessments, Lead-based Paint Testing, Asbestos Testing, Mold Testing, Archaeological Studies, Wetland Delineations, Noise Studies, Floodplain Mitigation, USACE Permitting etc.

### 1.1. Overall Methodology and Schedule

Our team's local presence and local knowledge will enable us to quickly mobilize and engage upon notice to proceed. Our project definition expertise enhanced by local knowledge along with our vast experience with funding sources enables our team to assess all local needs and opportunities. We have the experience of successfully working on several long and short-term program management contracts and have worked effectively to complete them either in our offices off site or embedding our staff within the client's office(s) if appropriate.

One of the steps upon mobilization will be to conduct a kick-off meeting with Fort Bend County to align project objectives, schedule, and staffing. This close collaboration will identify the correct skills, methodology and any potential issues that may impact our ability to meet the program goals. Once the goals and objectives are identified, the next step is to identify potential issues. These might also include coordination with outside agencies/offices or the availability of a certain skill mix. Once issues have been identified, a careful review of the resources available will determine which of these required skills is available in-house and which skills will be supplemented by our team to support the program mission.

As our Program Manager, Gilbert Martinez receives assignments from Fort Bend County and then engages the correct staff to complete the required review. Each review will have dedicated staff to complete the individual tasks, inspection, and reporting. We have identified team leads that can handle multiple and concurrent work assignments and as necessary, we will engage up to 10 teams to handle the workload for the Fort Bend County.

#### 1.1.1. Project Schedule

While every project is unique, MPACT is providing the following example schedule to provide a frame of reference to understand how other similar efforts have been executed in an expeditious and timely manner. We can complete the following deliverables within the following time schedule:

Phase 1 ESA with scheduling and site assessment: 10 days  
HUD Categorical Exclusion with comment period: 30 days  
HUD EA with comment period: 60-90 days  
Tier 1 (Broad Review) with comment period: 60-90 days  
Tier II (Site Specific Review): 5 days from the assignment  
EIS: Varies depending on assignment

We are able to ramp up or down based on the workload assigned, in the sample schedule below, we assume that, with the exception of an projects requiring large Environmental Impact Statements that we could complete 2,000 non-housing reviews, and up to 8,000 Tier II in 18 months.

DELIVERABLE	Start	Day 1	Day 5	Day 35	Day 65	Day 80	Day 85	Day 115	>Day 365
Exempt/ Categorical Exclusion not Subject to 24 CFR 58.5 (CENST)	Complete								
Categorical Exclusion Subject to 24 CFR 58.5 (CEST)		Complete - No agency coord, permitting, 8-step, public notice or RROF	Complete - No agency coord.	Complete - with 8-step or permitting	Complete - with FONSI & RROF				
Environmental Assessment (EA)						Public Notice FONSI & RROF			
Tiered Approach • Tier I						Public Notice FONSI & RROF			
Tiered Approach • Tier 2							Complete without Section 106	Complete with Section 106 reviews	
Environmental Impact Statement (EIS)									

### 1.2. Task 1: Preliminary Review

To support preliminary project reviews, our team will employ the use of GIS-based “desktop” constraints analysis prior to engaging in field reconnaissance. This includes review of publicly available geospatial datasets, aerial photographs, and regulatory database reviews to identify potential environmental constraints within a project area including (but not limited to):

- ✓ Water Resources
- ✓ Floodplains
- ✓ Wildlife Habitat
- ✓ Protected Lands (parks, wildlife refuges, state-owned land, federal lands, etc.)
- ✓ Cultural/Historic Resources
- ✓ Hazardous Materials
- ✓ Environmental Justice Issues
- ✓ Prime/Unique Farmland
- ✓ Land Use
- ✓ Geology

After identifying potential environmental constraints via “desktop” review, our MPACT team will mobilize experienced environmental field staff to conduct preliminary site reconnaissance, which includes a visual inspection of the site to confirm the presence/absence of identified environmental constraints, take site photographs, and gather other information necessary to support recommendations for the level of environmental review pursuant to 24 CFR Part 58 (CENST, CEST, EA, or EIS). This information will be compiled into a technical memorandum summarizing identified constraints, required level of environmental review, and identification of

other environmental permits and/or reviews that may be required to complete the proposed project.

Our team has the added value of including personnel who have led Federal and State-level HUD Part 58 Environmental compliance activities. The MPACT team has prepared Tiering Plans, reviewed Site Specific (Tier II) Checklists, determined level of environmental reviews for housing and infrastructure activities, assisted system of record developers with building and modifying environmental workflows, provided Environmental training, for housing programs, buyout and acquisition, and infrastructure repair programs.

Our team's professional experience has allowed for us to coordinate between multiple federal agencies including, but not limited to, the U.S. Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency (FEMA), the U.S. Army Corp of Engineers (USACE), the National Marine Fisheries Service (NMFS), and the U.S. Fish and Wildlife Service (USFWS).

MPACT's team of professionals have experience in identifying the appropriate levels of environmental reviews based on proposed project descriptions. The project scopes can vary and range from minor rehabilitation to new construction and can be classified from Categorical Exclusions up to Environmental Impact Statements. Our team has assisted several governmental (i.e. cities and counties), quasi-governmental (i.e. Councils of Government), and non-governmental entities (Community Development Corporations and private developers) throughout the Gulf Coast region. Serving these various geographic areas has allowed for an understanding of the varying needs and levels of review from the local perspective.

MPACT adheres to the requirements of all HUD environmental forms, including proper documentation to substantiate environmental findings and claims. Specific HUD forms include the Compliance Documentation Checklist, the Statutory Checklist, the Environmental Assessment Checklist, Environmental Impact Statement coordination requirements, Tiering Plans, required Public Notices, and Request for Release of Funds (Form 7015.15) forms. In conjunction with these documents, proper document substantiation must be maintained in the Environmental Review Record (ERR). While the backup documentation is not always required to be submitted with HUD forms, it is still imperative that this information be complete and accurate for future audit purposes.

### **1.3. Task 2: Conducting the Environmental Review**

To support the environmental review process and preparation of the Environmental Review Record (ERR), our team will compile all relevant environmental documentation into digital (.PDF) format for submittal to FBCCDD for review. Depending on the nature and complexity of the project, documentation may include:

- ✓ Preliminary site reviews
- ✓ Tiered reviews (if applicable)
- ✓ Agency consultation requests/response to agency comments
- ✓ Public involvement documentation (public notice, public meeting/public hearing information, response to comments, etc.)
- ✓ Alternatives analysis (8-step process for floodplain and/or wetlands development)

- ✓ Technical reports for “special studies” including biological assessments, wetland delineation reports, archeological background studies and/or surveys, Phase I/II ESAs, etc.

Once MPACT determines whether the proposed activity will be housing or infrastructure, we will assign the review to the appropriate team staff to begin the ERR coordination process. The MPACT team can use HEROS or TIGR to compile the ERR (MPACT ask that Fort Bend County request access for MPACT Environmental Program Staff from the appropriate oversight agency), which will summarize the environmental documentation prepared for the proposed project in HUD’s required format. If necessary, we will participate in comment resolutions workshops with FBCCDD to address comments/revisions to the ERR and supporting environmental technical reports, exhibits, and worksheets.

### **1.3.1. Environmental Review Record Coordination**

#### **Conducting HUD-Mandated Environmental Reviews per 24 CFR Part 58**

We bring a unique solution that saves time, reduces errors, and minimizes cost. They use the site-specific information along with the damage assessment and the determination of either rehabilitation or reconstruction to complete the HUD Statutory Checklist. Our staff ensures we will process the Tier II within 10 days of being ordered, barring there are no environmental mitigation requirements such as: Section 106 review, floodplain notices, etc.

The MPACT Team has used testing results to lead environmental decision-making associated with potential mitigation requirements. Some instances where environmental testing results have impacted Program additional actions include, but are not limited to:

- ✓ Asbestos testing – Leading to construction best management practice adherence.
- ✓ Lead-based paint – Leading to research for gap funding when nearing grant caps.
- ✓ Mold testing – Leading to requirement of overseeing local health code compliance.
- ✓ Historic/Archaeological Studies – Leading to special building considerations for exterior facades.
- ✓ Phase I/II ESA testing – Leading to identified Recognized Environmental Conditions

Our team has the knowledge and resources to manage large, complex projects while considering all of the detailed aspects associated with HUD Part 58 Environmental reviews. Our approach and methodology will further explain how we will be able to provide Fort Bend County with a strong and detailed environmental program that has the potential to recognize the County as an industry leader for future long-term HUD-funded operations.

#### **Assisting in Coordination with Oversight/Regulatory Agencies etc. for Permits and/or Compliance Resolution**

Our environmental review team will conduct historic preservation compliance reviews, otherwise known as Section 106 reviews, to consider any impacts their projects may have to historic properties. This review process will be conducted in adherence to 36 CFR 800 for individual projects or, where appropriate, by Programmatic Agreement (PA) as an alternative to expedite the review process for multiple projects.

The Unified Federal Review process encourages a more consistent interagency approach in addressing Section 106 reviews for disaster recovery. In efforts to advance a more unified approach, HUD is encouraging Responsible Entities (REs) with CDBG-DR funds to sign on to the FEMA PA in order to utilize the efficiencies in the PA for HUD funded disaster recovery projects that REs administer. Listed below are guidelines on how REs can adopt the Addendum and use the FEMA PA process to expedite reviews.

Section 106 plays a central role in the federal historic preservation program. Section 106 requires federal agencies to consider the effects on historic properties of any project carried out by them or that receives federal financial assistance, permits, or approvals, and provide the ACHP an opportunity to comment on these projects prior to making a final decision. A wide variety of federal projects, ranging from the construction, rehabilitation, or demolition of roads, facilities, buildings, and dams to projects which require the issuance of federal licenses and permits, or loans and grants that might affect historic properties are subject to Section 106 review.

Properties listed on or eligible for listing on the National Register of Historic Places, a list maintained by the National Park Service, must be considered under the requirements of Section 106. The National Register includes various types of properties, such as buildings, structures, objects, districts, and sites of national, state, or local importance.

- ✓ A project involves federal funds, licenses, permits or approval;
- ✓ Project land is owned or controlled by a state agency; and
- ✓ A historical designation or covenant requires review of proposed work.
- ✓ The National Historic Preservation Act requires federal agencies to consult with the State Historic Preservation Officer (SHPO) to minimize damage to important historic and prehistoric properties whenever projects involve federal funds, licenses, permits or approval.
- ✓ Projects reviewed under the National Historic Preservation Act must be conducted by professionals who meet the qualification standards listed in the federal publication Archeology and Historic Preservation.

### **1.3.2. Lead-Based Paint Inspections and Risk Assessments**

Our team will first confirm if the homeowner has started construction or if a LBP Risk Assessments been completed. If not, our team will complete a HUD compliant LBP risk assessment on every home that is built prior to 1978. If deteriorated LBP is detected or non-deteriorated LBP must be disturbed during the construction process the contractors will be required to abate the LBP or work according to LBP safe work practices (SWP), whichever is appropriate. Prior to starting work, the contractors will be required to furnish the applicant with the “Renovate Right” publication. The applicant will be required to fill out the form on the back of this document and the contractor will be required to maintain this documentation in their files. Following completion of construction activities, an EPA certified lead risk assessor will again visit the site to conduct a LBP clearance inspection. If the results come back “clean” then then contractor and homeowner will be issued a LBP clearance certification.

- ✓ HUD 24 CFR Part 35 requirements.
- ✓ EPA CFR Part 40 regulations regarding Lead Based Paint assessment.

- ✓ Meet the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d.
- ✓ Chapter 5 and 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.

Members of the MPACT team will support the Fort Bend County in any Lead Based Paint (LBP) inspections, testing and reporting for homes built prior to 1978. Members of our team have EPA-accredited training and are licensed LBP inspectors and risk assessors and our experience comes from federally funded programs across the country, which encompasses:

- ✓ Sampling experience as inspectors, performing risk assessments and clearance sampling using HUD practices such as collecting XRF paint readings and dust samples
- ✓ Managing and overseeing LBP aspects of HUD programs, drafting and enforcing policies and procedures
- ✓ Front-line experience in construction, knowing and taking the necessary steps to complete LBP scope items and passing LBP clearance tests

Our experience in dealing with LBP has a proven process for scheduling, performing, and clearing LBP work associated with homes built prior to 1978. Our team will schedule and conduct LBP risk assessments following HUD standards (collecting XRF readings from all surfaces and friction surfaces, collecting dust samples from rooms where children are most likely to be present, etc.). If LBP is detected, our team can assist in their incorporation into line items for the construction contractors' scope of work based on the surface(s) that is to be remediated (cleaning of window sills and troughs, encapsulating, or removing paint from surfaces where LBP was detected, etc.).

In our standard operating process, the contractor will be given a detailed LBP risk assessment when they receive their scope of work, which will include pictures with surfaces that need to be remediated. Prior to scheduling a final inspection, our construction contractors will be required to call for and pass a LBP clearance test, producing a LBP clearance report that will be added to the case file. Our process both gives the construction contractor clear direction on what needs to be done in each home and preserves all required documentation to satisfied HUD requirements, incorporating the best practices our team has learned along the way.

### **1.3.3. Cultural, Historical and Archeological Studies**

Our team is aware of the potential for adverse impacts proposed projects can have on archeological, cultural and historical resources and we are committed to conducting reviews and mitigating impacts in accordance with all federal, state and local requirements. Working in conjunction with the Fort Bend County, we will perform historical and archeological surveys necessary to ensure compliance with the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

Our team will coordinate with Fort Bend County to review the scope of each proposed project and recommend the appropriate level of cultural and historical review required. MPACT has established itself as a leader in recovery efforts from its experience with multiple federally-declared disasters in various states. Key recovery staff have extensive experience in HUD

CDBG, HOME IPP, and CDBG-DR, FEMA PA, FEMA 404 and 406 programs, FHA, USDA, and EPA funded programs.

Our team's historic and archeological resource team will assess impacts of proposed and alternative actions in the following substantive areas, as appropriate:

- ✓ Land use, zoning, and public policy as they pertain to historic buildings and structures;
- ✓ Socioeconomic conditions (including population, housing stock and economic activities);
- ✓ Open space and cultural landscapes, including potential sites of archeological significance;
- ✓ Historic resources (including historic districts, buildings, structures, sites, and objects of historical, aesthetic, cultural, and archaeological importance);
- ✓ Urban design and visual resources;
- ✓ Historic infrastructure projects: roadways, bridges, tunnels;
- ✓ Neighborhood design aesthetics and historical integrity of buildings and structures;
- ✓ Environmental justice as it pertains to cultural landscapes and archeological resources.

Recommendations will include the need for additional historical/archeological assessments or studies, permitting requirements and/or compliance documentation. Each deliverable will be reviewed by our team for completeness and accuracy. Our team understands the need for transparency and rapid response to facilitate project initiation and completion in helping return communities to pre-disaster conditions with increased resiliency to mitigate damage and protect historic buildings and structures from future storms.

If needed, MPACT can assist Fort Bend County with the development of a Programmatic Agreement to expedite compliance reviews under the National Historic Preservation Act. The Programmatic Agreement will reduce the volume of documentation and limit the number of cases requiring review by the Texas Historical Commission to those activities not covered by the Programmatic Agreement.

Services include:

- ✓ Development and execution of Programmatic Agreements between Fort Bend County, FEMA, HUD, and the SHPO
- ✓ Coordinate and assist efforts by Fort Bend County in compliance with HUD's ER responsibilities as they pertain to culturally and historically significant resources
- ✓ Coordinate review of Section 106 impact with Fort Bend County and SHPO
- ✓ Full range of inter-governmental services, including initiating agency correspondence and expedited Section 106 review of projects

After the completion of the Environmental Review Record (ERR), MPACT will provide the County with our review which will include all support documentation used for each environmental category. If necessary, our team can also assist with the delivery of ERRs to the Texas General Land Office's Environmental Review team electronically or in-person.

### **1.4. Task 3: Request for Release of Funds (RROF)**

MPACT can draft and submit all required public notices to the local newspaper of general circulation. To minimize the need for republishing, MPACT will work closely with Fort Bend County staff to ensure that all legally required text is included into each notice. Public Notices include, but are not limited to, Notice of Intent to Request Release of Funds (NOIRROF), Finding of No Significant Impact (FONSI), Finding of Significant Impact (FOSI), Floodplain and Wetland notices, and publication for public meetings to discuss high-profile projects. Where feasible, MPACT may post, as opposed to publishing, Public Notices to reduce administrative costs.

MPACT can draft responses to known interested parties. In prior instances involving historic preservation coordination, identified interested parties have been allowed to participate as consulting parties. Any interested party requesting consulting party status will be forwarded to staff for review and approval. All documentation and draft responses to interested parties will be coordinated with external affairs staff to assure agreement of drafted language.

MPACT can assist with all requirements necessary to obtain an Authority to Use Grant Funds. These requirements include preparing the Environmental Review Record (ERR), Tiering Plan, and filling out appropriate checklists. Public Notices will be included in the preparation of the ERR, as will a Tiering Plan which will delineate which elements of the Statutory Checklist will be evaluated on a later created Site-Specific Checklist after applications have gone through Program Eligibility review.

### **1.5. Task 4: Re-Evaluation**

Our team is aware of the many additional activities that may arise from the Environmental Review Process. In addition to these identified activities, sometimes new circumstances may be made known during site construction activities. In these instances, MPACT will assess the changes and will utilize HUD Environmental Regulations at §58.47 to re-evaluate the original environmental findings and coordinate any additional need for republication and/or further consultation with appropriate regulatory agencies. Most importantly, any identified environmental concerns that are identified will be forwarded to appropriate Fort Bend County staff to assure that potential mitigation requirements are incorporated into the construction build plans.

### **1.6. Task 5: Deliverables and Requirements**

#### **1.6.1. Program Administration**

Completing a single environmental review can be quick, however, successfully completing hundreds of environmental reviews in a compressed timeline requires keen program administration and flawless process execution. We will provide full time, on the ground environmental administration services to provide environmental review planning, coordination, scheduling, and team oversight. We will provide experienced personnel to interpret scopes of work for construction intent and coordinate scope adjustments for environmental remediation requirements identified during review. Our team can also provide inspectors to finalize environmental clearance after the builder completes remediation measures.

Our environmental manager will report regularly to Fort Bend County and proactively engage for agency coordination and task prioritization. Our team will work with Fort Bend County to remedy production barriers and come to the table with solutions when faced with execution challenges. We will maintain real-time environmental progress data in the Fort Bend County's system of record to facilitate unprecedented insight into the ends and outs of the environmental process for every application. The transparency gained by our attention to data collection and management is critical to our approach to successful environmental review management, but it also provides the necessary accountability of our progress.

Our team's knowledgeable environmental professionals will liaise across multiple agencies and over-communicate coordination requirements to ensure all stakeholders engage in the recovery solution. We will provide GIS experts and GIS systems to support environmental research, analysis and speedy review completion. A robust administrative team will support document management, accounting and record keeping to streamline processes and enhance production.

Our environmental training coordinator will ensure all field and office personnel understand the program requirements, HUD environmental review requirements, and how to communicate with the applicant about the environmental process. Additionally, we will provide deep-dive training on specific review criteria and workflow process to ensure that our team is ready for the toughest challenges.

#### **Daily Coordination with Fort Bend County**

Client service is keystone in our program approach. Our team will communicate daily with County staff to maintain an open and transparent dialogue on program status, and answer detailed questions on site specifics as needed.

Our team will work with Fort Bend County to make sure all activities that can be exempt under 24 CFR part 58.34 are properly documented and recorded in the system of record.

#### **Assisting Fort Bend County in Comment Phases of Environmental Reviews**

Our environmental team has authored and reviewed hundreds of comments on federal and state level environmental reviews. We will support Fort Bend County in managing the mandatory comment period to ensure the appropriate documents are vetted and prepared for public posting in accordance with HUD and NEPA requirements, then posted to the appropriate forums including but not limited to:

- ✓ Notice on the property
- ✓ Press release in a local newspaper
- ✓ On the Fort Bend County website
- ✓ Receiving a notice from a public interest group following the project
- ✓ Notifying public or private groups that have an interest in the proposal

All returned comments will be acknowledged and appropriately incorporated. Any responses that warrant further action will be brought to Fort Bend County with recommendation from our environmental specialists on a path toward resolution.

#### **1.6.2. Environmental Review Record**

Our team is aware of the potential for adverse impacts proposed Homeowner Assistance Program and Infrastructure actions for disaster relief, recovery, restoration and economic revitalization and their effects on the environment. We are committed to conducting environmental reviews and mitigating these impacts in accordance with all federal, state, and local requirements. Environmental Reviews will comply, at a minimum, with the Disaster Relief Appropriations Act of 2018, the National Environmental Policy Act, including 40 CFR Part 1500 and 24 CFR Part 58, and local requirements.

Our environmental team brings leadership with in-depth knowledge of Environmental Reviews from years of experience completing reviews for housing and infrastructure recovery projects in response to Hurricanes Rita, Ike, and Dolly in Texas; Superstorm Sandy in New Jersey and New York; and Hurricane Mathew in North Carolina. Our team will coordinate with the project sponsor to review the scope of each proposed project and recommend the appropriate level of environmental review required. Key deliverables include:

- ✓ Exempt/Categorical Exclusion not Subject to 24 CFR 58.5 (CENST)
- ✓ Categorical Exclusion Subject to 24 CFR 58.5 (CEST)
- ✓ Environmental Assessment
- ✓ Re-evaluation
- ✓ Tiered Approach - Tier I (Housing activities)
- ✓ Tiered Approach - Tier 2 (Housing activities)
- ✓ Environmental Impact Statement

We recommend developing a Programmatic Agreement to expedite compliance reviews under the National Historic Preservation Act and, as needed, MPACT will work with Fort Bend County and this development to fully use this tool to help expedite the ERR assignments and deliverables and limit the number of cases requiring review by the Historic Preservation Office to those activities not covered by the Programmatic Agreement.

Each deliverable will be reviewed by our team for completeness and accuracy. Our team understands the need for transparency and rapid response to facilitate project initiation and completion to return communities to pre-disaster conditions with increased resiliency to mitigate damage from future storms. Recommendations will include the need for additional assessments or studies, permitting requirements and/or compliance documentation, including but not limited to:

- ✓ Biological Assessments
- ✓ Wetland Delineations
- ✓ Asbestos Surveys
- ✓ Lead Based Paint Assessments
- ✓ Archeological Surveys
- ✓ Architectural Reviews, including Section 106
- ✓ Phase I and II Environmental Site Assessments
- ✓ US Army Corps of Engineers permits

As necessitated by the scope of the proposed actions, we will assess impacts of the proposed and alternative actions in the following substantive areas, as appropriate:

- ✓ Land use, zoning, and public policy (including waterfront revitalization program/coastal zone policies)
- ✓ Socioeconomic conditions (including population, housing stock and economic activities such as business and employment)
- ✓ Community facilities and services (e.g., public or publicly-funded schools, hospitals, libraries, day care centers, and fire and police protection)
- ✓ Open space (e.g., land designated for leisure, play, or sport, or land set aside for the protection and/or enhancement of the natural environmental) shadows
- ✓ Historic resources (including historic districts, buildings, structures, sites, and objects of historical, aesthetic, cultural, and archaeological importance)
- ✓ Urban design and visual resources
- ✓ Natural resources (including, as appropriate, impacts to plant and animal species, habitat areas, ecological systems, surface and ground waters, soils, wetlands, drainage systems, dunes, beaches, grasslands, woodlands, landscaped areas, gardens, parks, and built structures used by wildlife)
- ✓ Hazardous materials assessment
- ✓ Infrastructure (e.g. water supply, wastewater, sanitation, energy, roadways, bridges, tunnels, and public transportation)
- ✓ Solid waste and sanitation services
- ✓ Energy
- ✓ Transportation, including traffic and parking (traffic flow and operating conditions, parking conditions, goods delivery, and vehicular and pedestrian safety),
- ✓ Transit (rail, subway and bus facilities and services), and pedestrians (pedestrian flow and conditions)
- ✓ Air quality (mobile and stationary source assessment)
- ✓ Greenhouse gas emissions
- ✓ Noise (mobile, stationery and construction noise assessment)
- ✓ Public health
- ✓ Neighborhood character
- ✓ Environmental justice
- ✓ Construction impacts

### 1.7. Task 6: Phase I and II

**Biological Assessments:** The MPACT team will conduct a threatened and endangered species and habitat (T&E) assessment within the proposed project areas by performing literature reviews of federal- and state-listed threatened and endangered species for Fort Bend County and evaluating the study area for suitable habitat for identified species. The investigation will also include a review of data from the Texas Natural Diversity Database (TXNDD), which the MPACT team now has direct access to through TXNDD Information Request Tool. TXNDD is a record of occurrences for rare plant and animal resources that is based upon the best available information to Texas Parks and Wildlife Department (TPWD). The MPACT team will obtain official species information from United States Fish and Wildlife Service (US Fish & Wildlife) Information for Planning and Consultation (IPaC). The TXNDD and IPaC data are to support determinations of potential species occurrence for the site and provide specific information where available. The MPACT team will prepare a biological assessment report for species potentially occurring within the study area which will include:

- ✓ Whether preferred habitat or designated critical habitat for any listed species is present within the project area
- ✓ Whether any listed species are likely to be present
- ✓ Whether the project affects or has the potential to affect federally-listed species.

If the proposed project may affect listed species, the MPACT team will initiate either formal or informal Section 7(a) consultation with the USFWS. The biological assessment report and any record of consultation with USFWS will be compiled to support the ERR.

**Schedule:** Depending on the size and complexity of the project site, biological assessment reports can typically be completed within 15 to 30 business days following notice-to-proceed. For those sites requiring consultation with USFWS, schedule will be commensurate with the level of consultation (formal vs. informal) and typically ranges between two to 18 months.

**Wetland Delineations:** The MPACT team will perform an on-the-ground delineation within the proposed project area to identify the limits of waters of the United States (WOTUS), including wetlands, as defined in the USACE “Wetland Delineation Manual – Technical Report Y-87-1” and the “Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)”. Limits of potential WOTUS will be mapped utilizing a GPS unit capable of sub-meter accuracy and flagged (if requested) to allow for survey crews to tie elevations. If necessary, the MPACT team will request an Approved Jurisdictional Determination (AJD) from the USACE Galveston District for those aquatic features identified as potentially non-jurisdictional. Results of the field delineation will be compiled into a wetland delineation technical report to support the ERR as well as serve as documentation for a USACE Section 404 permit submittal, if necessary.

**Schedule:** Depending on the size and complexity of the project site, wetland delineations and reports can typically be completed within 15 to 30 business days following notice-to-proceed. For those sites requiring AJDs the USACE regulatory timeline fluctuates, but site verification and AJD’s typically take between three to six months.

**Phase I ESA:** The MPACT team will perform Phase I Environmental Site Assessments (ESAs) in accordance with the ASTM E1527-13, or most recent, Standard Practice which will consist of the following tasks:

- ✓ Review standard historical resources including aerials, city directories, and Sanborn Fire Insurance Maps for the site and surrounding area, noting the current and historical uses of the property and surrounding area and identify any potential environmental concerns.
- ✓ Review standard physical setting sources (e.g. U.S. Geological Survey topographic map, Federal Emergency Management Agency Flood Insurance Rate Map, U.S. Department of Agriculture Soil Survey, etc.) in an effort to determine general geologic, hydrogeologic, and topographic characteristics of the site.
- ✓ Review Federal and State regulatory databases in accordance with ASTM E1527-13 Standard Practice, including but not necessarily limited to all ASTM recommended databases and minimum search distances, looking specifically for activities which could be potential sources of contamination.

- ✓ Contact local government officials in an effort to identify recognized environmental conditions on or near the subject property.
- ✓ Contact current site owner/manager, a reasonable number of occupants, and past owners, operators, or occupants who are likely to have additional material information regarding the potential for contamination at the site, in an effort to identify recognized environmental conditions in connection with the property. Property owners or occupants of neighboring properties will be contacted in an effort to identify recognized environmental conditions in connection with the assessment of abandoned properties.
- ✓ Visit the subject property to ascertain existing conditions. Visually survey the subject property for surface water, water wells, on-site and off-site storm water drainage, and utilities servicing or passing through the site. Perform a curbside visual survey of adjacent properties to determine land usage and existing conditions, looking specifically for activities that could be of environmental concern.
- ✓ Identify any evident or obvious on-site storage or disposal facilities, such as aboveground or underground tanks, drums, impoundments, waste piles, and landfills.
- ✓ Identify evident or obvious on-site treatment facilities, which handle wastewaters, solid wastes, or hazardous materials, and comment on their potential for discharge of waste materials to the environment.
- ✓ Identify evident or obvious electric transformers in service at the site and visually inspect for polychlorinated biphenyl (PCB) labels and evidence of insulating fluid leakage.
- ✓ Evaluate the regulatory status and compliance/complaint history of on-site facilities identified during previous tasks based on the federal, state, and local information gathered.
- ✓ Prepare an ESA report, summarizing the activities conducted and the information gathered in the above detailed tasks, listing any comments and recommendations regarding the subject property. Data gaps will be identified in the report and an opinion will be provided whether those data gaps affect the environmental professional's ability to identify recognized environmental conditions on the property. A qualified Environmental Professional will sign the report.

**Schedule:** An estimate of the time necessary to complete the Phase I ESAs and deliver Draft and Final reports in the appropriate format is summarized below:

### **Phase I ESA**

*Completion of ESAs and delivery of Draft ESA Reports:* One day will be required to order regulatory database reports, historical aerial photographs and maps, and submit freedom of information (FOI) requests from regulatory entities. An estimated 5 days will be required to complete the initial data review, perform historical directory reviews, and conduct the site visits. Approximately 10 days will be required to evaluate all available data and prepare the DRAFT ESA reports. The DRAFT ESA report for each parcel will be provided within 21 days of issuance of the NTP for the task order.

**Delivery of Final ESA Reports:** Approximately 3 business days will be required (after receipt of client comments on the DRAFT ESA reports) to submit the FINAL ESA reports.

**Phase II Subsurface Investigations:** The identification and delineation of the nature, extent, and source of contamination is conducted through sound investigation procedures and the implementation of the most appropriate and cost-effective approach. The process is initiated with a Phase I ESA, which includes the extensive data gathering of historical information. This historical data is crucial in evaluating the most appropriate investigative technique to be employed at the project site. Upon completion of the Phase I ESA, the second phase of the project may be initiated which is the collection of potentially affected media to determine the nature, extent, and source of the contamination. Phase II Subsurface Investigations include the installation of soil borings, conversion of the soil borings to temporary or permanent groundwater monitoring wells, and the collection and analysis of soil and groundwater samples. Investigation activities may also include the installation and sampling of soil vapor points or the collection of indoor air samples.

The drilling techniques conducted by our field geologists and scientists include hollow-stem auger, direct-push technology, air and mud rotary, air-rotary hammer, and coring. The direct-push technology can be used to install temporary sampling points for soil and groundwater sampling. Sampling plans are developed to ensure that soil samples are collected from appropriate intervals to achieve the investigation goals. The MPACT team will supervise the drilling of all soil borings, temporary sample points, and the installation of groundwater monitor wells. A licensed Texas Water Well Driller will install the monitor wells. Soil boring and monitor well locations are selected based upon the potential source areas identified from historical information and anticipated migration pathways for contaminants at each site.

The strategy utilized for soil sample collection and analysis is critical to the success of environmental projects. Soil sample collection may be conducted by grab or composite sampling from direct-push, hollow-stem auger, coring, or surface sample collection methods. Our team understands the importance of developing data of adequate quality and quantity to support the evaluation of sites in accordance with applicable rules and regulations through the TCEQ's VCP, IOP, or Corrective Action Program.

Appropriate sample collection techniques are critical toward obtaining accurate site data. The MPACT team will employ numerous water sampling techniques. The appropriate technique will be dictated by site-specific field conditions.

Groundwater samples may be collected from temporary sample points or groundwater monitoring wells. Groundwater samples collected from temporary sample points (direct-push technology) are typically obtained as part of the initial phase in the investigative process. Samples are collected from groundwater monitor wells following development or purging of the well. Groundwater samples are collected from each well utilizing a clean disposable bailer or by "low-flow" sampling techniques. Well purging is completed using a peristaltic pump and dedicated tubing. Sample collection is based on stabilization of the water quality parameters which are measured in the field using a flow through cell and a multi-sensor meter. Three well volumes of groundwater are removed from each well prior to sampling to ensure representative groundwater samples are collected. The wells are then allowed to recharge, and groundwater samples are collected.

After the completion of sampling activities, samples are submitted to the NELAP accredited analytical laboratory for analyses of the appropriate constituents of concern. All results received from laboratories will undergo a stringent validation process, both by the laboratory and the MPACT team environmental professionals. The data will be tabulated for ease of presentation. The data is then evaluated to determine the nature, extent, and source of the contaminants of concern. The data is presented in a report which summarizes the field activities and presents the data.

Schedule of services for Phase II Subsurface Investigation activities are dependent upon site access and driller availability. However, most field activities can be completed within one or two mobilizations to the site. Laboratory analytical results are received within five business days and approximately 10 business days are required for data evaluation and completion of soil boring logs, sample location map preparation, and report preparation.

**Asbestos Surveys:** The MPACT team will perform Asbestos Containing Materials Assessments on sites developed with structures. The asbestos assessment will satisfy the Texas Department of State Health Services (DSHS) requirements for an asbestos assessment conducted prior to the renovation and/or demolition of public buildings. An asbestos inspector, licensed by the DSHS, will visually assess the structure to determine areas likely to contain ACM. Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM.

The MPACT team will perform destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, during a non-destructive survey, hidden materials or materials beyond reasonable access to the inspector during the site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. The MPACT team will conduct a visual and physical assessment of each identified homogenous area of suspect ACM to assess the friability and condition of the materials. The MPACT team's sampling will not include materials that are not considered suspect ACM (i.e., such as concrete flooring, wooden or metal doors, glass, or rubber) and/or hidden inaccessible components. Based on results of the visual observations, bulk samples of suspect materials will be collected in accordance with DSHS sampling protocol from each homogenous area by a State of Texas Licensed Asbestos Inspector in general conformance with protocols established by EPA regulation 40 CFR 763 (ASHERA) and the Texas Asbestos Health Protection Rules. The suspected materials will be analyzed by an asbestos bulk laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM), in accordance with Environmental Protection Agency (EPA) methodology. Point Count Method (PCM) analysis may be utilized as appropriate and applicable. The laboratory report will be combined with field notes and observations to determine approximate quantities of ACM present.

A letter report will be prepared for the project, describing the area(s) and condition of the building materials encountered during the assessment. The letter report will explain the inspection and sampling procedures and discuss the results. The report will include drawings showing material sample locations, areas, and approximate quantities of identified ACMs.

The MPACT team is capable of providing additional ACM services including development of ACM Abatement Design/Plans and Specifications, development of bidding documents, contractor procurement for abatement, ACM abatement/demolition cost estimates, abatement monitoring, project management/abatement/demolition oversight, and/or ACM abatement/demolition closure reporting.

**Schedule:** An estimate of the time necessary to complete the ACM and/or Lead-Based Paint (LBP)/Building Services for a typical single-story office building:

Completion of ACM Inspection and delivery of Draft Report: Five days will be required to complete the building walk-through to identify homogenous areas, measure/determine approximate square footage of potential ACM that requires sampling and create draft building schematics (if not provided). Approximately three days will be required to conduct an asbestos inspection/survey and collect interior and exterior samples for laboratory analysis. An estimated three days will be required for laboratory analysis and review of data. Approximately six days will be required to evaluate/tabulate the laboratory data and prepare the DRAFT ACM Survey report. The DRAFT ACM Survey report for a typical office building will be provided within 17 days of issuance of the NTP for the task order.

**Delivery of Final Reports:** Approximately 3 business days will be required (after receipt of client comments on the DRAFT ACM Survey reports) to submit the FINAL ACM Survey reports

**Lead-based Paint Assessments:** The MPACT team will supervise and provide subcontractor management services for Lead-based Paint (LBP) assessments. The MPACT team will supervise the EPA and OSHA trained Lead Inspector/Assessor licensed in the State of Texas during the lead assessment. The Lead Inspector/Assessor will assess the interior and exterior of structures to determine areas that appear to have paint, varnish, stain, or other applied coatings (collectively applied coatings). Field drawings and photographs will be prepared to detail the location, condition, and quantities of identified applied coatings. The lead assessment will include the use of x-ray fluorescence (XRF) for delineation and the collection of paint chip samples for inconclusive readings. The suspected LBP samples will be analyzed by a laboratory accredited by NVLAP by EPA Method 6010B (TCLP). The laboratory report for LBP will be combined with field notes and observations to determine approximate quantities of LBP, if present.

A letter report will be prepared for the project, describing the area(s) and condition of the applied coatings encountered during the assessment. The letter report will explain the inspection and sampling procedures and discuss the results. The report will include drawings showing material sample locations, areas, approximate quantities of identified LBP, if present. The ACM assessment and LBP assessment will be combined when the assessments are completed in conjunction.

The MPACT Team is capable of providing additional LBP services including development of LBP Abatement Design/Plans and Specifications, development of bidding documents, contractor procurement for abatement, LBP abatement/demolition cost estimates, abatement monitoring, project management/abatement/demolition oversight, and/or LBP abatement/demolition closure reporting.

**Archeological Studies:** For each project area, An archeologist who meets the U.S. Secretary of Interior's (SOI) Professional Qualification Standards for Archeology (36 CFR Part 61) will conduct an archeological survey of the proposed project area under purview of the Texas Antiquities Code (TAC). The archeological investigations will conform to the Archeological Survey Standards for Texas (Survey Standards) outlined by the Texas Historical Commission (THC) and consist of background research, an intensive pedestrian survey with backhoe trenching, and the production of a survey report detailing the results of investigations.

Background research will consist of a desktop review of the THC's Archeological Sites Atlas Database for previously recorded archeological sites and historic properties, and previous archeological surveys within the project area and vicinity. Desktop research will also include a review of USDA soil survey maps, USGS geologic maps, topographic maps and aerial photography to assess the potential for deeply buried and undisturbed archeological deposits in the project area. The results of the background research, and consultation with THC and Texas Parks and Wildlife (TPWD) will inform the field survey strategies (e.g., the placement of shovel tests and backhoe trenches, known site locations, etc.). A TAC permit application will be submitted following background research and development of the survey methodology. The field survey will be conducted upon written receipt of a TAC permit number assigned by the THC.

If necessary, archeological field surveys will be performed by a team, led by and SOI-qualified Principal Investigator. Field surveys will be conducted according to THC survey standards and according to the survey design outlined in the TAC permit. The results of the archeological survey will be presented in a draft report to the THC and FBCCDD for review and comment. The report will follow the Council of Texas Archeologists Guidelines for Cultural Resource Management Report. A final survey report that addresses all agency comments will be submitted in one paper copy and two electronic PDF copies (one with site locations and one without) to the THC and 11 copies of the report without site information will be sent to university-based libraries and archeological research facilities in the state of Texas. All archeological field notes, photographs, files and artifacts will be curated at the Center for Archaeological Studies located at Texas State University, San Marcos, Texas.

**USACE Permitting:** For projects that require preconstruction notification (PCN) under an applicable Nationwide General Permit, the MPACT team will prepare and submit pre-construction notification documents to the USACE for written verification that the projects may proceed under applicable nationwide permits (assumes two separate pre-construction documents and nationwide permit verifications for the proposed infrastructure improvements). The contents of a pre-construction notification include:

- ✓ Completion of Engineering Form 4345.
- ✓ Name, address and telephone numbers of the prospective permittee (FBCCDD);
- ✓ Location of the proposed project;
- ✓ A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure;
- ✓ Delineation of waters of the United States;
- ✓ Compensatory mitigation plan;

- ✓ Threatened and endangered species assessment; and
- ✓ Cultural resources assessment/THC coordination.

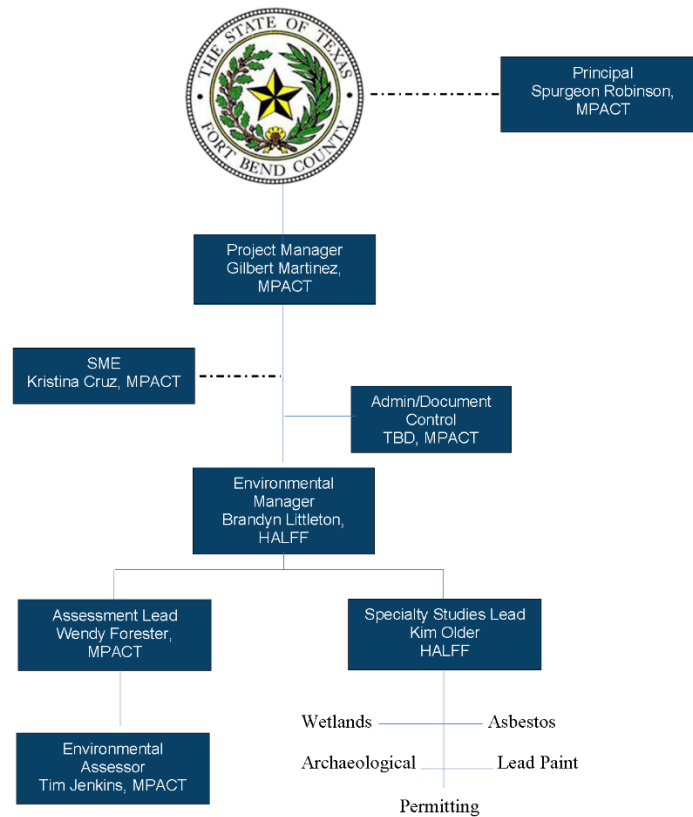
If impacts to WOTUS exceed ½ acre, authorization under a Standard Individual Permit will be required. In addition to the above required information, The MPACT team will prepare a Section 404 (b)(1) Alternatives Analysis, TCEQ Tier I or Tier II checklist, and list of adjacent property owners.

**Schedule:** For a Section 404 Nationwide Permit (NWP) PCN, the MPACT team can typically prepare documentation within 20 to 30 business days of NTP and receipt of design information necessary to support the application. The district engineer is required to respond to a PCN application within 45 days of receipt, either requesting additional information or providing written verification the project is authorized under the applicable NWP. In the USACE Galveston District, the NWP verification timeline is typically between 60 and 90 days.

For a Section 404 Individual Permit (IP) Authorization, the MPACT team can typically prepare documentation within 45 to 60 days of NTP and receipt of design information necessary to support the Section 404(b)(1) Alternatives Analysis and permit application. There is no required regulatory review timeline for IP applications and schedule will be subject to the current review workload of the USACE Galveston District. There is a 30 Public Notice period for the IP application (separate from the HUD Public Notice), and USACE Galveston District personnel have informed The MPACT team to expect a minimum of 18 months for review and authorization of IP applications currently.

## 2. STAFF EXPERIENCE

MPACT has put together a team of local (Houston) environmental professionals, led by Gilbert Martinez to provide environmental services to Fort Bend County. Mr. Martinez brings over 19 years of environmental experience coupled with in-depth knowledge Part 58 Environmental Compliance of HUD-funded programs.



### 2.1. Project Team

Our personnel have led Federal and State-level HUD Part 58 Environmental compliance activities. Most recently, Mr. Gilbert Martinez has assisted the State of North Carolina with long-term disaster recovery efforts associated with Hurricanes Matthew and Florence and has also assisted with the application coordination of HUD CDBG-Mitigation funding. In his capacity at the North Carolina Office of Recovery and Resiliency (NCORR), Mr. Martinez has taken the sole leadership role of assuring that all levels of environmental compliance are met, and our team provides recommendations for state action while overseeing environmental consultants.

The MPACT team has prepared Tiering Plans, reviewed Site Specific (Tier II) Checklists, determined level of environmental reviews for housing and infrastructure activities, assisted system of record developers with building and modifying environmental workflows, provided Environmental training, and providing subject matter expertise in all of North Carolina’s Action Plan-defined programs including, but not limited to, housing programs, buyout and acquisition,

and infrastructure repair programs. Additionally, Mr. Martinez was able to attend the most recent HUD Region IV Environmental Training in Atlanta, Georgia (September 2019) and was able to meet all HUD Environmental Field Officers and Regional Environmental Officer (see certificate in Key Personnel resume section) who oversee environmental activities in the Caribbean region.

Mr. Martinez has also served as the Senior Environmental Advisor during his state tenure with the Texas General Land Office (GLO) where he oversaw and managed all environmental activities associated with the long-term recovery from Hurricanes Rita, Ike and Dolly, and the Bastrop, Texas Wildfires, all funded by HUD CDBG-DR monies. We have co-presented HUD Part 58 Environmental Training with HUD Environmental staff and have also conducted statewide Environmental compliance trainings for cities, counties, and environmental consultants. reviewed Environmental Review Records for environmental clearance; and Mr. Martinez has even served as a Certifying Officer for HUD-funded Disaster Recovery activities.

Staff	Role	Years of Experience	Tasks	Local
<b>Spurgeon Robinson*</b>	Project Principal	20	Program oversight and resourcing. CDBG/FEMA program management	Houston
<b>Brandyn Littleton*</b>	Environmental Manager	17	Resourcing. NEPA documentation, biological assessments, wetland delineations, USACE Permits	Austin
<b>Gilbert Martinez*</b>	Project Manager	19	Part 58 compliance, assessment oversight	Fort Bend, Houston
<b>Kim Older*</b>	Special Studies Lead	30	NEPA documentation, USACE Permits, SHPO coordination, archeology studies	Houston
<b>Kristina Cruz*</b>	SME	19	CDBG/HUD program QA/QC housing and infrastructure	Austin
<b>Tim Jenkins*</b>	Environmental Assessor	16	CDBG/HUD program QA/QC and assessment	Austin
<b>Wendy Forester*</b>	Regulatory Specialist	2	Daily operations coordination, environmental assessment and reporting	Fort Bend, Houston
<b>Al Brunson*</b>	Technical Specialist	25	Phase I ESA, Phase II investigations, asbestos surveys, lead-based paint assessments	Houston
<b>Jenny Lam*</b>	Technical Specialist	8	NEPA documentation, biological assessments, wetland delineations	Houston
<b>Michael Mudd*</b>	Archeological Principal Investigator	20	Archeology studies, SHPO Coordination	Austin

Staff	Role	Years of Experience	Tasks	Local
<b>Jason Diamond</b>	QAQC Manager	25	NEPA documentation, Phase I ESA, Phase II investigations	Richardson
<b>Brian Boe</b>	Technical Specialist	12	NEPA documentation, biological assessments, wetland delineation	Austin
<b>David Najvar</b>	Technical Specialist	21	NEPA documentation	Austin
<b>Carol May</b>	Technical Specialist	12	Phase I ESA, Phase II investigations, asbestos surveys, lead-based paint assessments	Richardson
<b>Alec Casal</b>	Field Scientist	3	Biological assessments, wetlands delineations, field reconnaissance	Austin
<b>Savannah Hight</b>	Field Scientist	1	Biological assessments, wetlands delineations, field reconnaissance	Austin

### 3. PRICING

Per your request, below is the pricing for **Housing** (Table 1 and Table 2) and **Infrastructure** (Table 3 and Table 4). Note for all Unit prices, Profit is calculated at an additional flat rate of 10%.

**HOUSING – TABLE 1**

<b>PROJECT DELIVERABLES</b>	<b>Cost Per Unit</b>
<b>Environmental Review (Cost to Prepare)</b>	
Exempt	\$200.00
CENST	\$200.00
CEST	\$4,000.00
EA	\$6,000.00
Re-evaluation*	\$500.00
Tiered/Broad per County	\$6,500.00
Tiered/Site Specific	\$1,000.00
ASTM Phase 1 ESA**	\$2,000.00
<b>Environmental Review (Cost to Review – ONLY IF APPLICABLE)</b>	
Exempt	\$100.00
CENST	\$100.00
CEST	\$800.00
EA	\$1,200.00
Re-evaluation*	\$250.00
Tiered/Broad by County	\$1,200.00
Tiered/Site Specific	\$200.00
ASTM Phase I ESA**	\$250.00
<b>Ongoing Deliverables</b>	
Weekly in-person or teleconference status meeting, as requested (including agenda, minutes, and attendance sheet)	\$250.00
Monthly status report	\$350.00
Monthly meeting regarding Project status, significant issues, research conducted, and items that need to be addressed, as requested (including agenda, minutes, and attendance sheet)	\$500.00

\* Re-evaluation may involve analysis of Project footprint modifications and/or technical updates to CESTs, EAs, Broad Reviews, and technical reports.

\*\* For costing purposes, assume Phase 1 ESA is for an area up to 10 acres.

**TABLE 2**

<b>HOURLY RATES</b>			
<b>Task/Position</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Quantity Requested</b>
Senior Project Manager	HOUR	\$140.00	TBD
Project Manager	HOUR	\$125.00	TBD
Subject Matter Expert *	HOUR	\$100.00	TBD
Environmental Compliance Inspector	HOUR	\$95.00	TBD
GIS Specialist	HOUR	\$90.00	TBD
Junior Environmental Scientist	HOUR	\$85.00	TBD
Technical Writer Specialist	HOUR	\$75.00	TBD
Administrative	HOUR	\$65.00	TBD

\* Assume Subject Matter Expert could be any applicable environmental technical expert, i.e. Contamination and Toxics Specialist, Wetland Scientist, SOI-qualified Cultural Resources Specialist, Threatened & Endangered Species Biologist, etc.

**INFRASTRUCTURE – TABLE 3**

<b>PROJECT DELIVERABLES</b>	<b>Cost Per Unit</b>
<b>Standard Operating Procedures, including all revisions</b>	<b>\$15,000.00</b>
<b>Environmental Review (Cost to Prepare)</b>	
Exempt	\$250.00
CENST	\$1,200.00
CEST	\$8,500.00
EA	\$16,000.00
Re-evaluation*	\$3,000.00
Tiered/Broad per County	\$18,000.00
Tiered/Site Specific	\$3,500.00
Wetland Delineation Report	\$5,000.00
Archeological Background Study	\$2,000.00
Threatened and Endangered Species Assessment	\$1,500.00
ASTM Phase 1 ESA**	\$2,800.00
ACM Sampling/Report***	\$2,750.00
LBP Sampling/Report***	\$3,250.00

\*Re-evaluation may involve analysis of Project footprint modifications and/or technical updates to CESTs, EAs, Broad Reviews, and technical reports.

\*\* For costing purposes, assume Phase 1 ESA, wetland delineation, archeological background study, and threatened and endangered species assessment is for an area up to 10 acres.

\*\*\*For costing purposes, assumes small structures requiring <50 samples.

<b>Environmental Review (Cost to Review)</b>	
Exempt	\$255.00
CENST	\$510.00
CEST	\$1,020.00
EA	\$2,040.00
Re-evaluation*	\$765.00
Tiered/Broad by County	\$2,550.00
Tiered/Site Specific	\$510.00

Wetland Delineation Report	\$510.00
Archeological Background Study	\$510.00
Threatened and Endangered Species Assessment	\$255.00
ASTM Phase I ESA**	\$255.00
ACM Sampling/Report***	\$255.00
LBP Sampling/Report***	\$255.00
<b>Ongoing Deliverables</b>	
Weekly in-person or teleconference status meeting, as requested (including agenda, minutes, and attendance sheet)	\$255.00
Monthly status report	\$255.00
Monthly meeting regarding Project status, significant issues, research conducted, and items that need to be addressed, as requested (including agenda, minutes, and attendance sheet)	\$1,020.00

**TABLE 4**

<b>HOURLY RATES</b>			
<b>Task/Position</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Quantity Requested</b>
QAQC Manager	HOUR	\$255	TBD
Senior Project Manager	HOUR	\$192	TBD
Project Manager	HOUR	\$181	TBD
Subject Matter Expert (V)*	HOUR	\$176	TBD
Subject Matter Expert (IV)*	HOUR	\$161	TBD
Subject Matter Expert (III)*	HOUR	\$146	TBD
Subject Matter Expert (II)*	HOUR	\$117	TBD
Subject Matter Expert (I)*	HOUR	\$75	TBD
Environmental Compliance Inspector	HOUR	\$71	TBD
Senior GIS Specialist	HOUR	\$95	TBD
GIS Specialist	HOUR	\$70	TBD
Senior Environmental Scientist	HOUR	\$115	TBD
Junior Environmental Scientist	HOUR	\$79	TBD
Administrative	HOUR	\$65	TBD

\* Assume Subject Matter Expert could be any applicable environmental technical expert, i.e. Contamination and Toxics Specialist, Wetland Scientist, SOI-qualified Cultural Resources Specialist, Threatened & Endangered Species Biologist, etc.

# EXHIBIT B

## CDBG-DR TxGLO Contract Provisions

Contractor understands and acknowledges that this Agreement is being funded totally or partially with federal funds from the U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds, administered by the Texas General Land Office (“GLO”). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. All expenditures under this Contract must be made in accordance with the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Contractor acknowledges that all funds are subject to recapture and repayment for non-compliance. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. **The Contractor shall require that these clauses shall be included in each covered transaction at any tier.**

The following Exhibits are included as a condition to any proposal, bid or contract:

- Exhibit I: Federal Assurances for Construction Programs (Standard Form 424D) (Only required for construction projects) *“Construction work” is defined 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. (41 C.F.R. § 60-1.3)*
- Exhibit II: Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87
- Exhibit III: Standard Form LLL, Disclosure of Lobbying Activities (Required if any funds granted under this bid, proposal or contract have been used for lobbying purposes.)
- Exhibit IV: General Affirmations
- Exhibit V: Nonexclusive List of Applicable Laws, Rules, and Regulations

In addition, Contractor is deemed to have read and understood, and shall abide by, all guidance documents applicable to the CDBG-DR program, including, without limitation 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; the State of Texas Action Plan for Disaster Recovery at <http://texasrebuilds.org>; and other guidance documents posted at: <http://texasrebuilds.org>.

### 1. Federal Assurances.

To the extent that they are applicable, Contractor further certifies that the Federal Assurances in **Exhibit I** have been reviewed and that Contractor is in compliance with each of the requirements reflected therein. Contractor must execute the forms included in **Exhibit I**.

## **2. Federal Certifications.**

To the extent that they are applicable, Contractor further certifies that the Federal Certifications in **Exhibit II and Exhibit III** have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein. Contractor must execute the forms and return to County prior to start of performance.

## **3. General Affirmations.**

To the extent that they are applicable, Contractor further certifies that the General Affirmations in **Exhibit IV** have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein.

## **4. Nonexclusive List of Applicable Laws, Rules, and Regulations.**

To the extent that they are applicable, Contractor further certifies that the Nonexclusive List of Applicable Laws, Rules, and Regulations in **Exhibit V** have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein.

## **5. State Required Clauses**

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the County may terminate this Contract.

## **6. Abandonment or Default.**

If the Contractor defaults on the Contract, the County reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the County based on the seriousness of the default.

## **7. Non-Endorsement by State and the United States**

Contractor shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, State of Texas, U.S. Government, or any government employee endorses a product, service, or position the Contractor represents. Contractor may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Contractor's work products or considers Contractor's work product to be superior to other products or services.

## **8. Books and Records.**

County shall keep and maintain full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine County's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in all Exhibits.

## **9. Inspection and Audit.**

All records related to this Contract, including records of County and its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the County's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Contractor shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. County will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** County shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through County and the requirement to cooperate is included in any subcontract it awards.

## **10. Period of Retention.**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The County will notify all Program participants of the date upon which local records may be destroyed.**

## **11. Equal Opportunity Clause.**

During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **12. Bonding Requirements.**

Contractor shall be required to obtain any performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

## **13. Energy Policy and Conservation Act (42 U.S.C. 6201).**

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

## **14. Procurement.**

Contractor must confirm that it is not debarred from receiving state or federal funds at each of the following web addresses: Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and the Federal General Services Administration's Excluded Parties List System at <https://www.epls.gov/>.

## **15. Communication with Third Parties.**

The GLO and any other authorized federal agency or authority may initiate communications with Contractor and any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as necessary.

## **16. Procurement of Recovered Materials.**

To the extent applicable, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, to ensure maximum use of recovered/recycled materials per to 2 CFR 200.322, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

## **17. False Statements or Claims.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code,

§ 1001. Under penalties of 18 U.S.C. § 1001, the undersigned Contractor hereby declares that he/she has examined this Contract and Exhibits, including without limitation, the Solicitation and Solicitation Response, and to the best of his/her knowledge and belief any statements, entries, or claims made by Contractor are, correct, accurate and complete.

### **18. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.**

Contractor understands that:

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 Agreement 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 Agreement 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 Agreement for default, and debarment or suspension from future HUD assisted contracts.

## **19. Termination for Cause and Termination for Convenience**

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.





**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  	TITLE  
APPLICANT ORGANIZATION  	DATE SUBMITTED  

SF-424D (Rev. 7-97) Back

**CERTIFICATION REGARDING LOBBYING  
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>          year _____ quarter _____          date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee          Tier _____, if known:</p> <p><b>Congressional District, if known:</b> <sup>4c</sup></p>	<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>          (if individual, last name, first name, MI):</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)          (last name, first name, MI):</p>	
<p><b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction          Standard Form LLL (Rev. 7-97)</p>

**THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS**

**GENERAL AFFIRMATIONS**

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).

**NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

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

**GENERALLY**

The Acts and Regulations specified in this Contract;

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

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

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

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

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

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

Disaster Recovery Implementation Manual; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

**CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

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

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

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

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

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with

24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

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

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

Federal Executive Order 11246, as amended.

### **EMPLOYMENT OPPORTUNITIES**

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

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

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

Federal Executive Order 11246, as amended.

### **GRANT AND AUDIT STANDARDS**

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

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

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

Title 1 Texas Administrative Code § 5.167(c).

### **LEAD-BASED PAINT**

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

### **HISTORIC PROPERTIES**

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

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

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

HUD programs; and

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

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

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

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

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

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

#### **COASTAL ZONE MANAGEMENT**

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

#### **SOLE SOURCE AQUIFERS**

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

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

#### **ENDANGERED SPECIES**

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

#### **WILD AND SCENIC RIVERS**

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

#### **AIR QUALITY**

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

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

#### **FARMLAND PROTECTION**

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

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

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

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

**ENVIRONMENTAL JUSTICE**

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

**SUSPENSION AND DEBARMENT**

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

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

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

**OTHER REQUIREMENTS**

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

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

**FAITH-BASED ACTIVITIES**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

# 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.**  
MPACT Strategic Consulting, LLC  
Houston, TX United States

**Certificate Number:**  
2020-672042

**Date Filed:**  
09/25/2020

**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:**  
01/12/2021

**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.**  
RFQ 20-109  
Environmental Consulting

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)