

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 SWCA, Inc. (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 20, 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: SWCA, Inc.  
Attn: Michael S. Crow, M.A., RPA  
10245 West Little York Rd., Suite 600  
Houston, Texas 77040

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.

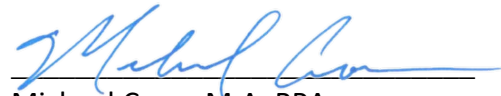
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

**FORT BEND COUNTY**

  
County Judge KP George

KP George, County Judge

**SWCA, INC.**

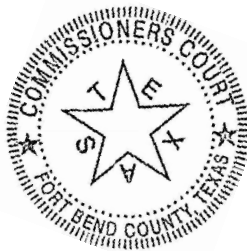


Michael Crow, M.A. RPA

SWCA Vice President, Gulf Coast

1/12/2021

Date



December 16, 2020

Date

ATTEST:



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, County Auditor

# EXHIBIT A

November 20, 2020

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

**Re: Revised Proposal for Environmental Consulting Services for Fort Bend County / Cost Proposal  
No. 20-109**

Dear Ms. Krejci,

SWCA Environmental Consultants (SWCA) is pleased to present this revised Environmental Services Cost Proposal to Fort Bend County as part of our continued response and negotiations for Fort Bend County's Environmental Consulting Services contract as defined in RFQ 20-109. Our revised proposal is based on your email request for SWCA to re-evaluate our unit prices for the environmental reviews identified in our proposal.

SWCA is ready to provide specialized CDBG environmental project management support, complete the environmental review process, identify the need for special studies, and other technical services necessary to support the expedited review and release of grant funds for Fort Bend County improvement projects. The funds will come through several Fort Bend County CDBG sources which will include 2019-2020 Home Investment Partnerships Program (HOME), 2020 CDBG and 2017 Disaster Recovery (DR) Programs. Environmental compliance for all HUD programs is performed through their Office of Environment and Energy, and all CDBG programs use the same unique NEPA review guidelines codified under 24 Code of Federal Regulations (CFR) 58 et seq.

SWCA understands the tasks needed to achieve compliance with HUD's NEPA regulations and the other applicable environmental and historic preservation laws that derive from it. The following tasks are presented to demonstrate SWCA's understanding and background as an Environmental Service Provider for similar Disaster Recovery programs. Program services discussed within are based on the base tasks requested in RFQ 20-109, and includes our approach and costs assumptions for the following services:

- Preliminary Project Reviews
- Environmental Review Record (ERR) Development
- Re-Evaluations
- Special Studies, Assessments, and Environmental Permitting

We look forward to serving Fort Bend County and its citizens in this role. SWCA appreciates any guidance you can provide to support a successful contract negotiation. If you have any additional questions, please contact me directly at (281) 617-3220 or by email at [brian.mehok@swca.com](mailto:brian.mehok@swca.com)

Thank you for your consideration.

Sincerely,



Michael Crow, M.A., RPA  
SWCA Vice President, Gulf Coast



Brian Mehok, B.S., CFM  
Natural Resources Program Director

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## SCOPE OF WORK

As noted in our response to Fort Bend RFP 20-109 SWCA is ready to provide specialized CDBG environmental project management support, complete the environmental review process, identify the need for special studies, and other technical services necessary to support the expedited review and release of grant funds for Fort Bend County improvement projects. The funds will come through several Fort Bend County CDBG sources which will include 2019-2020 Home Investment Partnerships Program (HOME), 2020 CDBG and 2017 Disaster Recovery (DR) Programs. Environmental compliance for all HUD programs is performed through their Office of Environment and Energy, and all CDBG programs use the same unique NEPA review guidelines codified under 24 Code of Federal Regulations (CFR) 58 et seq.

SWCA understands the tasks needed to achieve compliance with HUD's NEPA regulations and the other applicable environmental and historic preservation laws that derive from it. The following tasks are presented to demonstrate SWCA's understanding and background as an Environmental Service Provider (ESP). The following tasks are presented to demonstrate SWCA's understanding and background as an Environmental Service Provider. For the basis of developing this technical and cost proposal, SWCA has provided a scope of work, cost estimate, and supporting assumptions for the following program services.

## PROGRAM SERVICES

### ➤ Preliminary Project Review

- Determine the level of environmental review and whether projects can be cleared under a tiered approach and assessment
- Perform a site visit and prepare a field inspection report for each project location.

### ➤ Environmental Review Record (ERR) Development

- Coordinate with Fort Bend County staff and project engineer on the project scope of work, define the project limits, make requests for additional project information, and initiate the site visit(s) necessary to complete the environmental review
- Prepare the required HUD environmental review forms and supporting documentation in HEROS.
- Perform agency coordination and site visits as necessary
- Identify the need for special studies, additional assessments, or environmental permits for project authorization
- Identify public notice requirements, including public notice development and publishing support
- Prepare responses to comments received during comment phase of the environmental review, including consulted agencies requiring further studies and statements received from the public comment period
- Submit the ERR and Request for Release of Funds (RROF) to GLO for review and approval, with supporting documentation
- Develop the environmental administrative record, including the approved ERR and Authorization to Use Grant Funds, to support Fort Bend County, as the Responsible Entity, for project compliance and auditing purposes

### ➤ Re-Evaluations

- Reviewing previous authorized project clearances and documentation to determine if changes in project scopes and costs comply with the previous authorization or if a new ERR is required.

### ➤ Special Studies, Assessments, and Environmental Permitting

- As-needed studies relevant to a particular project, including but not limited to conducting wetland delineations, biological assessments, archaeological surveys, architectural reviews, Phase I / II Environmental Site Assessments, lead-based paint and asbestos surveys, and endangered / threatened species surveys.
- Environmental Permitting, when required, with the U.S. Army Corps of Engineers (USACE) for wetland or other Clean Water Act impacts

Each of these services are discussed further below.

## PRELIMINARY PROJECT REVIEW

SWCA will coordinate with Fort Bend County and its design engineers to ensure that each project has a clearly defined project description narrative, including established project locations and construction limits. Based on that information, SWCA will perform an initial site visit to confirm the scope, and document environmental resource and site conditions within the project area. The results of the site visit will be presented in a site inspection report with site photos for inclusion in the project's ERR. For each application or project, SWCA will then evaluate and recommend to Fort Bend County the appropriate level of environmental review required for the project to receive CDBG funding:

- **Exempt (24 CFR 58.34 (a))** – program activities that have minimal risk of causing environmental impacts and therefore do not require formal environmental review outside of documenting that it is an exempt activity. Examples include repairs needed for public safety and insurance purchases.
- **Categorical Exclusion Not Subject To 24 CFR 58.5 (CENST)** – program activities that have very low risk to the environment and are exempt from NEPA evaluation unless extraordinary circumstances exist. These however must still be evaluated under the protocols listed by HUD in 24 CFR 58.6, such as prohibiting funding for buildings within designated special flood hazard areas. Examples of this category include rental assistance and homebuyer purchase programs.
  - ERRs for exempt or CENST projects will include the HUD's Exempt or Categorically Excluded Not Subject to Section 58.5 Form. No Publication of Notice of Intent to Request for Release of Funds (NOI/RROF) is required.
- **Categorical Exclusion Subject To 24 CFR 58.5 (CEST)** – program activities that have generally low risk to the environment and are also exempt from NEPA evaluation unless extraordinary circumstances exist, although HUD's guidelines in both 24 CFR 58.5 and 58.6 must be met. Examples include scattered site residential rehabilitation/reconstruction programs with fewer than five buildings within 3,000 feet of each other, replacement of existing, damaged utility lines and rehabilitation of public buildings where the footprint will not be increased by more than 20 percent.
  - ERRs for CEST projects will require HUD's Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5. Publication of the NOI/RROF is required, with exceptions.
- **Environmental Assessment (EA)** – program activities that, individually or cumulatively, have the potential to cause environmental harm and require evaluation for all relevant NEPA topics. This level of evaluation is required for all projects that do not meet the conditions allowing for CE, and do not meet the thresholds of potential harm or controversy that equate with an EIS (24 CFR 58.37).
  - ERRs for EA projects will require HUD's Part 58 EA Form. Publication of the NOI/RROF and Finding of No Significant Impact (FONSI) is required.
- **Tier I/II** – most often used for substantive residential rehabilitation and reconstruction CDBG programs, tiering under 40 CFR 1508.20/28 allows one "broad" review (Tier I) to define common environmental concerns at a large scale, such as within a city or county, then only focus on site-specific factors that could occur on the application property (Tier II). The Tier I review includes the relevant NEPA topics required at the CEST or EA level and documents review topics that either do not apply or can be fully addressed and resolved for applications regardless of their location. It also establishes the standards to be followed on subsequent site-specific reviews. If feasible, SWCA will work with Fort Bend County, GLO, and HUD to negotiate clarifications

or increased allowances for common issues, such as increasing the size of propane tanks present in a residential area before the Acceptable Separation Distance calculations in 24 CFR 51(c) need to be applied.

- The Tier I Broad Review and Tier II SSC collectively comprise a complete ERR for an application property. The SSC format will be developed and approved with GLO and HUD approval during the Tier I process, which is anticipated to occur at the county level. Each application property will have an individual SSC completed and electronically submitted to GLO.
- **Environmental Impact Statement (EIS) – Environmental Impact Statement (EIS)** – the most complex and detailed form of NEPA assessment. SWCA will notify the County and provide a separate scope and fee for development of an EIS if the project possesses the potential to have a significant and adverse impact on the environment.

SWCA will provide a checklist that will document our review determination and a basic needs assessment to help support the completion of the environmental reviews. This needs assessment will include factors such as the need for additional project designs, potential environmental constraints, and any special studies or permits that will be required for project clearance or execution. SWCA will develop and maintain a tracking database of each project and review determinations.

## ENVIRONMENTAL REVIEW RECORD DEVELOPMENT

SWCA will prepare clear and concise HUD-compliant documentation that makes permit application packages simple for Fort Bend County staff to review. For the proposed projects, SWCA will evaluate project eligibility, confirm the appropriate level of ERR review and complete the required ERR documentation.

Based on our past experience, SWCA anticipates the level of environmental review for the Fort Bend County project activities to be categorized as a CENST, CEST or EA. If a higher environmental review level is required to fulfill the ERR, SWCA will notify the County and provide a separate scope and fee for development of an EIS. For each environmental review (specifically for CEST and EA projects), SWCA will coordinate with the County and its design engineers to: 1) discuss procedural requirements of the NEPA and applicable regulations and executive order compliance; 2) confirm the full scope of the proposed project, including locations and methods to be employed in project implementation; 3) discuss obtaining site-specific information from the County, including any engineering or environmental studies that have been performed to date; 4) discuss project alternatives that have been or are being considered; 5) identify project information required for development of the project's environmental review; and 6) identify environmental surveys, studies, agency consultations, and environmental permits that would be required for project approval.

### *Environmental Review Record Preparation*

SWCA will prepare the appropriate checklists and supporting documentation as determined by the ERR level of review. Some projects involve only the completion of simple forms with attachments for site-specific information, such as "blanket" agency letters, survey reports, or maps. Others require extensive documentation of many NEPA review topics, alternatives considered, environmental baseline studies, impact analyses, and conservation measures, among other items. SWCA will prepare clear and concise HUD-compliant documentation that makes permit application packages simple for Fort Bend County staff to review. For the proposed projects, SWCA will evaluate project eligibility, determine the appropriate level of ERR review, and complete the required Part 58.6 compliance checklist, Part 58.5 Statutory Worksheet, or EA Checklist, as applicable.

SWCA understands that the ERR must include all documentation that supported the environmental review. This includes copies of agency consultations and responses, figures, and copies of other supporting documentation such as screenshots of online database searches and queries performed to identify the location of resources within the prescribed search radii for each resource.

***Agency Coordination and Site Visits***

As part of the ERR development, SWCA will evaluate each project's potential to impact environmental and cultural resources and consult with applicable resource agencies. These will include but are not limited to USACE, U.S. Fish and Wildlife Service, Texas Historical Commission, and identified Native American Tribes. Whenever desired, agency communications will be sent to the County for advance review and approval. SWCA will perform individual site visits for CEST and EA projects (as applicable) to confirm the project scope of work, limits of construction, and verify post-storm site conditions. The site visit will include a preliminary reconnaissance of HUD-required environmental and cultural resources that may be present at or in the vicinity of the project activities. This will include verifying the presence of (for example) wetlands, waterbodies, historic properties, cemeteries, flammable and toxic material storage facilities, noise sensitive receptors, etc. No intensive specialized field studies will be performed as part of this scope. If the site reconnaissance determines that additional studies (special studies or assessments) are required to fulfill the ERR, SWCA will notify the County and include a proposed scope and fee to complete that assessment.

***Wetland, Floodplain, and NOI-FONSI Public Notices***

Wetlands, floodways, and floodplains are very sensitive environmental features, and HUD has strict public notification procedures defined in 24 CFR 55.20. For example, no federal funds may be given for projects in a floodway (unless listed in 24 CFR 55.12(c)) or for critical activities if located in National Flood Insurance Program V-Zones. If the ERR determines the activity would be located in a defined wetland or 100-year floodplain (or 500-year floodplain for critical actions), SWCA will initiate the 8-step or 5-step public notification process.

Public notices will be required for projects located in or impacting aquatic features (minimum 15-day initial and final floodplain notices), for notification to the public of Fort Bend County's Finding of No Significant Impact (FONSI) for EA-level projects only, and the Notice of Intent – Request for Release of Funds (NOI-RROF) for both CEST and EA projects. The SWCA team will support the County to identify public notice requirements, develop the public notices for the project, and coordinate the publishing of the public notices in the approved local newspaper. SWCA assumes the publication costs for all public notices required will be incurred by Fort Bend County. SWCA would provide final versions of the notice to Fort Bend County for publication.

***ERR Submission and Request for Grant Funding***

After completing the public notice processes, SWCA will submit the ERR and the RROF to the County for review and approval, with supporting documentation that includes all backup material that supported the environmental review, copies of public notices and proofs of publication, and the RROF form. The ERR and RROF will be submitted to the GLO for final approval and issuance of the Authority to Use Grant Funds.

SWCA is a partner user of HUD's HERO System and will prepare, submit, and track the ERR submissions for Fort Bend County, as appropriate. In several ongoing disaster declarations, SWCA understands that some ERR submissions are being submitted directly to the GLO Environmental Team for review. SWCA will coordinate with GLO, on Fort Bend County's behalf, to identify the preferred method of ERR submissions.

***Tiering (Tier I and II) Assessments and Planning***

SWCA will support Fort Bend County in establishing viable protocols to expedite the environmental review process for housing and non-housing projects. This includes programmatic approaches when reviewing projects with similar activities and environmental impacts. These programmatic approaches have been used when evaluating housing repairs and demolition/rebuild projects on a city- or county-wide basis, minor road, and infrastructure repairs performed within a specific geographic region, and other instances where site-specific reviews are not feasible or are cumbersome.

As it is likely that most site-specific housing / buyout project locations have not been identified, SWCA is able to assist Fort Bend County in creating tiered environmental reviews as permitted under 24 CFR 58.15. Tiering allows the

funding agency (GLO) to evaluate environmental factors at a regional scale, such as at the county level. When defined for that program, many projects can undergo a Tier II Site-Specific Review that need only reference or summarize the environmental issues identified in the broader review. By this method, environmental compliance for many projects will be expedited, as it reduces the number of compliance factors and in many cases (scattered-site residential properties, for example) its use will not require a formal RROF. As part of this process, SWCA can then design and complete, upon request, HUD-compliant Tier II SSCs.

Most often used for residential rehabilitation and reconstruction CDBG-DR programs, tiering under 40 CFR 1508.20/28 allows one “broad” review (Tier I) to define common environmental concerns at a large scale, such as within a city or county, then only focus on site-specific factors that could occur on the application property (Tier II). The Tier I review includes the relevant NEPA topics required at the EA level and documents review topics that either do not apply or can be fully addressed and resolved for applications regardless of their location. It also establishes the standards to be followed on subsequent site-specific reviews. If feasible, SWCA will work with Fort Bend and HUD/GLO to negotiate clarifications or increased allowances for common issues, such as increasing the size of propane tanks present in a residential area before the Acceptable Separation Distance calculations in 24 CFR 51(c) need to be applied.

### ***Tiered Review SSC Site Visits***

SWCA will perform site-specific research and individual site visits to verify current site conditions so that an accurate SSC can be produced. The site visit will include a reconnaissance-level assessment of HUD-required environmental and cultural resources that may be present at or in the vicinity of the project activities. These resources will be identified by qualified SWCA staff by researching relevant 24 CFR 58.5/58.6 datasets prior to the visit. This inspection will identify, where relevant, whether potential project concerns such as wetlands, waterbodies, historic properties, archaeology sites, flammable and toxic material storage facilities or spills, etc. are evident. If the site reconnaissance determines that special environmental studies or Phase II ESA testing are required to fulfill the ERR, SWCA will notify the County and include a tailored scope and fee to complete that assessment.

## **RE-EVALUATIONS**

SWCA understands that projects evolve from their initial planning to project implementation, and proposed changes in the project scope may necessitate a review to confirm that the original project approvals and conditions still apply. A re-evaluation is required if an expanded scope or design changes occur after the AUGF is issued. It requires that the ERR be evaluated to verify that the project remains in environmental compliance. At Fort Bend County’s request, SWCA will perform this evaluation and identify any requirements needed to update the ERR appropriately.

Re-evaluation costs assume for a project review only to determine if revisions to the ERR are required. For projects where the original project authorization (e.g., Categorical Exclusion or FONSI) is still valid, SWCA will prepare a Re-Evaluation Letter for approval and submission to HUD/GLO for approval. Should our re-evaluation review identify that the previously approved ERR requires revision, SWCA will request a new authorization (a new review unit) to cover time for ERR revisions, additional agency coordination or public notices.

## **SPECIAL STUDIES, ASSESSMENTS, AND ENVIRONMENTAL PERMITS**

The SWCA team has seen that many projects located outside previously disturbed and maintained areas are likely to require special studies to assess presence and potential impacts to environmental and cultural resources. We have the in-house capabilities to perform any type of special study needed to complete the ERR, including but not limited to Phase I / II environmental site assessments, wetland delineation, threatened and endangered species habitat assessments, and archaeological / architectural surveys. We can do so with unparalleled responsiveness given the number of staff in our Texas offices. With our teaming partner Separation Systems Consultants, Inc. (SSCI), we are

also able to perform any lead-based paint and asbestos hazard assessments that may be required to support repairs or reconstruction activities for homes and water/sewer infrastructure constructed prior to 1978.

The level of effort for these special studies and assessment is highly variable, based on such factors as the location and size of the project area, prior land use, and the type of project (housing vs. non-housing). This variance also applies for the preparation and completion of U.S. Army Corps of Engineers (USACE) permits, as some project activities can be authorized under a Nationwide Permit while others require an Individual Permit, and/or the need for wetland mitigation. Per Fort Bend County's request, SWCA has provided a rough cost range for each of these additional services based on common project types. For projects specialized field surveys, hazardous material assessments, and environmental permits, SWCA will always prepare a separate individualized scoping proposal and cost estimate to Fort Bend County that accurately details the level of effort to complete the project tasks. For establishing the cost ranges for this proposal, SWCA has used as our basis the project area being located within a 10-acre contiguous property and a one-day site visit by the respective professionals needed.

### ***Wetland Delineation***

When needed, SWCA will conduct a delineation of potential waters of the U.S., commonly referred to as a wetland delineation, following the technical standards and procedures described in the *1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Regional Supplement)*. SWCA will review aerial photographs, U.S. Geological Survey (USGS) topographic quadrangle maps, Natural Resource Conservation Service (NRCS) soil survey maps, Federal Emergency Management Agency (FEMA) floodplain maps, and U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps depicting conditions within the project area. SWCA will collect and review additional data necessary to complete the technical delineation of the project area. SWCA will overlay the project area on appropriate base maps, produce hardcopy field maps for wetland delineators and other field personnel, and load appropriate background files onto Trimble Global Positioning System (GPS) units for field data collection and mapping.

SWCA will investigate the property for the presence, or absence, of areas possessing the three mandatory wetland parameters: hydrophytic vegetation, hydric soils, and wetland hydrology, and delineate the boundaries of those areas. SWCA will also delineate the ordinary high-water mark (OHWM) of streams and waterbodies within the project area.

Upon completion SWCA will prepare a wetland delineation report for waters and wetlands identified within the project area. SWCA will include acreage and/or linear-foot estimates of areas meeting the definition of potential waters of the United States based on the field effort. The report will include methods, maps, photos, wetland datasheets, and representative descriptions of vegetation communities encountered.

SWCA will provide the draft report to Fort Bend County in electronic format (.pdf) and incorporate up to one round of revisions to the report. The final report will be provided in electronic format (.pdf). SWCA will also provide a kmz and shapefiles of all delineated features upon completion of the waters of the U.S. delineation. This task does not include for any coordination with USACE, development of USACE jurisdictional determination requests or permit applications.

### ***Threatened & Endangered Species Habitat Assessment***

SWCA will evaluate the potential of a project to affect federally protected species known to inhabit Fort Bend County in which the project is located. Utilizing the information provided by the U.S. Fish and Wildlife Service (USFWS), Texas Parks and Wildlife (TPWD), and other sources, SWCA will obtain current species-of concern lists and habitat descriptions. Using aerial photography, SWCA will conduct a desktop evaluation of potential habitat within the project area for each listed species. Additionally, SWCA will request occurrence documentation from TPWD's Texas Natural Diversity Database for the project area and general vicinity.

SWCA will conduct qualitative comparisons of the habitat requirements of the listed species with vegetation communities or landscape features observed in the project area. If an area meets the habitat requirements of a listed species, that area will be mapped by the use of both GPS and aerial photo interpretation. SWCA will not search for listed species in the field, although signs of such species (e.g., old nests) will be recorded if observed. Should suitable habitat be found, and species-specific presence/absence surveys become necessary to facilitate USACE or USFWS permitting, SWCA will submit an additional scope for the recommended surveys and cost estimate at that time. SWCA will prepare a habitat assessment report documenting our findings with our professional opinion (effects determination) for the project. This report will serve as supporting documentation for the Endangered Species section of the environmental review. When needed or requested, under this task SWCA will assist Fort Bend staff in transmitting the project findings and consultation with the USFWS and TPWD.

### ***Cultural Resource Assessments***

A historic property under the NHPA and its guiding implementation regulations at [36 CFR Part 800](#) is defined as any archaeological site, building, district, structure, or object that is either listed, or eligible for listing, in the NRHP. Under this regulatory definition, other cultural resources may be present within a project's total Area of Potential Effect, but they are not considered historic properties if they do not meet the eligibility requirements for listing in the NRHP.

To be considered eligible for the NRHP, a property must meet one or more of the four following criteria (36 CFR 60.4):

- a) they are associated with events that have made a significant contribution to the broad patterns of our history;
- b) they are associated with the lives of persons significant in our past;
- c) they embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- d) they have yielded, or may be likely to yield, information important in prehistory or history.

### ***Archaeology Assessments***

SWCA will begin with a background cultural resources literature and records search of the project area. A professional archaeologist will search the Texas Archeological Sites Atlas (Atlas) online database for previously conducted surveys and historic or prehistoric archaeological sites recorded in or near the subject property. If needed, that staff member will also physically search site files, records, and maps files housed at the Texas Archeological Research Laboratory and the Texas Historical Commission (THC) library in Austin. In addition to identifying known archaeological sites and surveys, the Atlas review will include the following types of information: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers, recorded Texas Historic Landmarks, cemeteries, and local neighborhood surveys. With this combined information, SWCA will fully identify known resources and archaeological potential on the parcel, prior to performing fieldwork. If needed under state regulation, SWCA will assist Fort Bend to acquire an Antiquities Code of Texas Permit from the THC for the fieldwork.

SWCA will then implement field survey methods that comply with the technical standards and requirements established by the SA-OHP, Council of Texas Archeologists and Texas Historical Commission. Field assessments will generally only require using evaluation methods that can be achieved using hand tools. However, backhoe excavations may be used at locations where deeply buried cultural resources are possible. Prior to conducting any subsurface testing, SWCA archaeologists will walk the project area and examine the ground surface for evidence of cultural artifacts and features.

SWCA will define and record any discovered archaeological sites to state and federal guidelines. SWCA archaeologists use sub-meter accurate hand-held Global Positioning Systems (GPS) receivers to map all recorded sites in detail and plot sites on USGS 7.5-minute topographic maps and on appropriate project maps for project

planning purposes. If intact cultural materials are revealed during the excavations, the archaeologist will evaluate the resource's potential significance using National Park Service evaluation criteria. If determined to be potentially NRHP-eligible then appropriate avoidance, mitigation and/or monitoring strategies will be generated with Fort Bend and the State Historic Preservation Office prior to construction commencing.

### ***Architectural Assessments***

During an architectural field survey SWCA staff will perform the same level of advance research as that described for archaeological assessments. We will plot, record and photograph any buildings or structures within or directly adjacent to the project Area of Potential Effect that appear to be more than 45 years in age. These potential historic features will be evaluated by a SWCA Secretary-of-Interior qualified architectural historian to identify if they are potentially eligible for listing on the NRHP. The architectural evaluation will use standard industry recognized methods in the analysis, including National Park Service National Register Bulletins 15 and 39.

At the conclusion of this process, if NRHP-eligible buildings are identified the SWCA architectural historian will develop appropriate avoidance, mitigation and/or monitoring strategies with Fort Bend and the State Historic Preservation Office, prior to construction commencing.

### ***Phase I Environmental Site Assessments (ESA)***

When needed, SWCA will perform a Phase I ESA of the project property. The general purpose of the Phase I ESA is to identify Recognized Environmental Conditions (RECs) in connection with the subject property to the extent feasible, pursuant to the following: the processes prescribed in the ASTM International Standard E 1527-13, entitled "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM Standard); the Environmental Protection Agency (EPA) Rule entitled "Standards and Practices for All Appropriate Inquiries; Final Rule" (AAI Rule), 40 CFR Part 312; this Proposal, and SWCA's professional judgment. Per the AAI Rule, the ASTM Standard may be used to comply with the AAI Rule. All references in this Proposal to ASTM therefore include the AAI Rule.

The ASTM Standard defines RECs as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws."

The work outlined herein is consistent with protocols established in the American Society for Testing Materials publication "Standard Practices for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (Designation E 1527-13. Herein after referred to as the ASTM Standard). SWCA's work will include:

- Chain-of-title review for the property for a period of fifty (50) years, with appropriate notation as to environmental implications of any former owner or lessee operations and their potential for impact to the site (based on availability).
- Determination of area geology, hydrology and hydrogeology, and other physical setting features (as appropriate).
- Historical property ownership/use research and interviews of individuals familiar with current and past activities conducted on and adjacent to the site, and research of historical aerial photographs, fire insurance maps, city directories and topographic maps (based on availability).
- Review of published Federal and State environmental regulatory agency database information to establish documented regulatory compliance history at the site and surrounding properties.

- Inspection of the site and surrounding areas to determine if environmental concerns are visible or indicated, including photographic documentation of conditions encountered.
- Preparation of a report of findings to include site photographs, copies of pertinent regulatory file material, copies of historical documentation and a copy of the laboratory report for asbestos analyses.
- A Chain-of-Title search is considered part of the historical use information required by Section 9.3.4.4 of the ASTM Standard. If available, the Chain-of-Title information should be provided to SWCA by EDF Renewables at the time the Phase I ESA is authorized.

The Phase I ESA findings will be summarized and documented in one report. Sections within the report will include 1) a description of the site, 2) summaries of the site history and interviews, 3) a regulatory database review, 4) a description of the site reconnaissance, 5) report findings and conclusions, and 6) figures and appendices. The report will include SWCA's professional opinion concerning the environmental disposition of the site regarding the presence of RECs. Report limitations and all literature cited will also be included.

According to the ASTM Standard, the content of a Phase I ESA is valid for 180 days after the first data is collected. If the date of the intended use for Phase I ESA is not within 180 days, an update may be necessary. Non-scope issues identified in the ASTM Standard include radon, lead and asbestos, radioactivity, regulatory compliance, wetlands, and endangered species. Non-scope issues will not be addressed in the report.

### ***Phase II ESA***

Until a Phase I ESA is completed, Phase II ESA activities may or may not be warranted. Below is a general approach that SWCA would generally follow to investigate possible contaminated materials, spills, releases, etc. from activities that have occurred on the site, as identified by the Phase I ESA.

SWCA or SSCI will subcontract a drilling contractor and laboratory to collect and analyze soil samples from the site. Areas of investigation may include surface stained soils identified during the site visit, other potential contaminant sources discovered through historical aerial photograph review, or areas of concern identified through the Phase I ESA interviews or regulatory information.

Sample depths and analyses will be based on what type of potential release is being investigated. Investigations of stained soil areas might consist of one or more borings, depending on the size of the stained area, extending to a depth of 5 to 10 feet. The depth can be selected in the field based on evidence of impact observed or measured using field monitoring equipment. Water table evaluations may require additional borings based on ground water flow patterns or underlying geological features.

A truck or track-mounted, direct-push percussion sample probe that is also equipped with solid-flight augers for drilling should be able to attain the sample depths desired for an initial Phase II investigation in the alluvial formations present at the site.

Analyses will likely include Total Petroleum Hydrocarbons (TPH) and benzene, toluene, ethylbenzene, and xylenes (BTEX); however, additional compounds including chlorides and volatile organic compounds (VOCs) may also be analyzed based on findings of the Phase I ESA.

For general budgetary purposes, the SWCA range costs presented for the 10-acre example site assume that the Phase II ESA includes the 1-day mobilization to the site for probing/drilling, and analysis of up three (3) soil samples and three (3) groundwater samples from the borings.

### **Laboratory Analysis**

The samples will be submitted to an independent laboratory which participates in the Texas Commission on Environmental Quality (TCEQ) Texas Laboratory Accreditation Program (TLAP) and is accredited with the National

Environmental Laboratory Accreditation Conference (NELAC) standard for matrices, methods, and parameters of analysis. The samples will normally be analyzed on a rushed 2-day business day turnaround time. The analysis to be performed is described below.

### **Reporting**

The TCEQ records review and sampling activities will be documented in a Phase II ESA Report. SWCA will utilize the Texas Risk Reduction Program (TRRP) Tier 1 Protective Concentration Levels (PCLs) and the Texas Specific Background Concentrations in evaluating the analytical results. The report will include diagrams, summary analytical tables, laboratory reports, waste disposal documentation (if applicable), photographs, soil boring logs, and groundwater monitoring logs.

SWCA will not communicate (written or verbal) with the TCEQ or other government agency without authorization from Fort Bend. In the event that sampling activities verify groundwater contamination at the Site, the TCEQ will require the following:

- Submission via written notification to the TCEQ within 24 hours of identification of impacted groundwater.
- Submission of an Affected Property Assessment Report (APAR) for the Site.
- Preparation of a drinking water survey and submittal to the TCEQ within thirty (30) days of receipt of a signed laboratory data report, in accordance with Texas Water Code (TWC) 26.408. Appropriate notification (if applicable) to owners of private drinking water wells that are affected or may be affected by the groundwater contamination will be completed.
- Submission via written notification to county officials and the groundwater conservation district within thirty (30) days of receipt of a signed laboratory data report in accordance with TWC 5.236.

If warranted, these services will be provided for an additional fee.

### ***Lead Based Paint and Asbestos Assessments***

Several state and federal regulations will require that certain projects/ sites be assessed for potential to contain lead-based paint (LBP) or asbestos-containing materials that could harm the workers installing the equipment or human occupants of the structure on which the equipment will be installed. These regulations are distinct and are briefly summarized below.

For LBP, these federal regulations include:

- EPA's Renovation, Repair, and Painting Rule (RRP) (40 CFR 745, subpart E).
- EPA Memorandum: Regulatory Status of Waste Generated by Contractors and Residents from Lead-Based Paint Activities
- Occupational Safety and Health Administration's (OSHA's) Lead In Construction Standard (29 CFR 1926.62 Lead)
- Housing and Urban Development's (HUD's) and EPA's Lead Disclosure Rule (24 CFR 35, subpart A; 40 CFR 745, subpart F).
- HUD Lead Safe Housing Rule's provisions for rehabilitation (24 CFR subpart J), and the accompanying procedural requirements in subparts B and R.
- HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing 2012 Revision.

LBP risk assessments are on-site investigations to determine the existence, nature, severity, and location of LBP hazards accompanied by a report explaining the results and options for reducing LBP hazards. A lead hazard is any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or LBP that is deteriorated or

present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. LBP was in common use before 1978; structures built after that time are generally at less risk.

Paint testing during risk assessment is commonly performed to determine if an LBP hazard is present and, if so, whether the LBP is present on surfaces that will be directly impacted during a project. The presence of LBP can generally be identified non-destructively by using a handheld, properly calibrated, x-ray fluorescence analyzer. Some surfaces or materials, such as dust, may require samples to be taken and analyzed off-site at a laboratory certified for such testing. SWCA is prepared to perform all testing required to ascertain if the applicable site has an LBP hazard and how to effectively avoid or mitigate it.

Asbestos regulations include the following.

- EPA: Asbestos National Emissions Standard on Hazardous Air Pollutants (NESHAP) (40 CFR Part 61, Subpart M), National Emission Standard for Asbestos
- U.S. Department of Labor (29 CFR Part 1926, Subpart Z, 1926.1101), Asbestos Standard for the Construction Industry
- OSHA's Asbestos Standard (29 CFR 1910.1001 Asbestos)
- State laws regulating asbestos material management and disposition are common.

Asbestos is well recognized as a health hazard and its use is highly regulated by OSHA, EPA, and state agencies. Asbestos has been used in various products, including but not limited to insulation for pipes (steam lines for example), floor tiles, building materials, and in vehicle brakes and clutches. Asbestos includes the mineral fibers chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite, and any of these materials that have been chemically treated or altered. Heavy exposures may occur in the construction industry and in ship repair, particularly during the removal of asbestos materials due to renovation, repairs, or demolition.

Worker exposure to asbestos hazards are addressed in the OSHA standard listed above for the construction industry. The standard reduces the risk to construction workers by requiring that employers provide personal exposure monitoring to assess the risk and hazard awareness training for operations where there is any potential exposure to asbestos. Where there is exposure, employers are required to further protect workers by establishing regulated areas, controlling certain work practices, and instituting engineering controls to reduce the airborne levels. Only a licensed asbestos inspector can define asbestos-containing materials adequately for regulatory compliance.

Unlike LBP, accurately documenting the presence of asbestos-containing material normally requires physical samples being taken and analyzed off-site at a laboratory certified for asbestos testing. SWCA will send a professional licensed/certified in both LBP and asbestos identification procedures to any site requested. As with LBP, if an asbestos hazard is identified, the letter report provided will explain the asbestos hazard and how to effectively avoid or mitigate it.

The numbers of samples needed to identify a lead-based paint or asbestos hazard can vary by the hundreds depending on the type of project, its age, and condition of the tested project item. All sampling will be performed in accordance with approved documented methodologies such as those outlined in the Environmental Protection Agency (EPA) and HUD Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing, as well as the Texas Department of State Health Services (TDSHS) Texas Environmental Lead Reduction Rules (TELRR).

### ***USACE Permitting***

For projects with wetland impacts, SWCA will evaluate the need to submit a permit application to the USACE Galveston District for project authorization and compliance with Section 404 of the Clean Water Act and potentially Section 10 of the River and Harbor Act. SWCA will prepare and submit a pre-construction notification (PCN) to the USACE Galveston office to seek USACE Regulatory Division approval to use applicable Nationwide Permits (NWP's).

or an Individual Permit for projects with wetland impacts that exceed NWP thresholds. For the purposes of this cost estimate, SWCA has assumed that Fort Bend County will elect the more expeditious project permitting alternative of requesting a Preliminary Jurisdictional Determination (PJD) for the NWP verification. However, an Approved Jurisdictional Determination (AJD) may be required for Individual Permit projects. The AJD process will result in further coordinate with USACE and longer permitting review timelines, usually more than 12 months.

The USACE can require compensatory mitigation for unavoidable wetland impacts (i.e., converting forested or scrub-shrub wetlands to emergent wetlands, or permanently filling wetlands for an aboveground facility). This scope and cost estimate does not include costs associated with purchasing wetland mitigation credits. As the costs to complete the permitting effort varies greatly, SWCA provided a cost range that includes a preparation of a basic PCN for a Nationwide Permit up to an Individual Permit.

## PROJECT MANAGEMENT AND COORDINATION

SWCA team project management and technical staff will provide on-going support and attend meetings for the Project, as necessary and described in detail in our response to RFP 20-109. Brian Mehok will serve as Project Manager and will oversee the budget, deliverables, and schedule, and will monitor daily project progress with the assistance of the project execution team. We will also schedule regular progress meetings with Fort Bend County to update the status of active projects, including timing for completion of ERRs, agency coordination, the need for special studies, etc. These meetings will be supplemented by monthly status reports that will document status of ongoing work authorizations. SWCA has incorporated project management and coordination costs into each of the program services discussed above.

## COST ESTIMATE

As requested by Fort Bend County, SWCA proposes the following unit prices to complete the requested environmental review services (Table 1). Where additional information is required to properly scope and estimate costs of certain services, including the identified Special Studies, Assessment, and environmental permitting task, SWCA has provided a range to provide Fort Bend County a relative cost for those services based on SWCA's experience for common project types, using as our basis a 10-acre parcel (Table 2). When Fort Bend County requests SWCA provide support for any Special Studies, Assessment, and environmental permits, we will always prepare a separate individualized scoping proposal and cost estimate to Fort Bend County that accurately details the level of effort to complete the project tasks.

**Table 1. Estimated Costs for Environmental Reviews**

Project Deliverables	Cost Per Unit	Profit %
<i>Preliminary Project Review</i>	\$1,370	5.7
<b>Environmental Review (Cost to Prepare)</b>		
<i>Exempt</i>	\$310	7.3
<i>Categorical Exclusion Not Subject to 58.5 (CENST)</i>	\$935	7.5
<i>Categorical Exclusion Subject to 58.5 (CEST)</i>	\$3,925	8.1
<i>Environmental Assessment</i>	\$6,295	8.0
<i>Tiered/Broad Review (Tier I)</i>	\$6,330	8.1
<i>Tiered/Site Specific (Tier II)</i>	\$930	8.2
<i>Re-Evaluation</i>	\$770	6.6

**Table 2. Estimated Costs for Special Studies, Assessments and Environmental Permits**

Project Tasks	Estimated Cost Range*	Profit %
Wetland Delineation	\$3,500 - \$7,500	
Threaten and Endangered Species Habitat Assessment	\$1,500 - \$12,500	
Cultural Resource Assessment - Archaeology	\$1,700 - \$46,000	
Architectural Assessment	\$1,500 - \$8,500	
Phase I Environmental Site Assessment	\$4,500 - \$7,500	
Phase II Environmental Site Assessment	\$5,000 - \$25,000	
Lead Based Paint Risk Assessment	\$750 - \$4,500	
Asbestos Assessment	\$750 - \$7,500	
USACE Permitting (NWP to IP)	\$5,600 - \$57,000	

\* – As requested by Fort Bend County, costs provided for Special Studies, Assessments, and Environmental Permits are an estimated range and actual costs will vary based on site location, size, and previous and existing land use. Should Fort Bend County request these services, SWCA proposes to provide a separate proposal on a time and material basis that reflects the actual level of effort for the project. Our cost proposals will separate profits from other project pricing and/or fees, in accordance with Fort Bend County's request.

## ASSUMPTIONS AND CONSIDERATIONS

SWCA's unit prices and cost ranges provided within are based on the following assumptions:

1. Special Studies and Assessments are not included in the unit cost estimates. SWCA will provide a separate cost estimate to Fort Bend County for the services based on the scope of work and level of effort to complete those additional studies.
2. SWCA assumes for the cost range estimated in the above table that the project area for special studies is located within a 10-acre contiguous property and that site visits will be a maximum of one-day.
3. Does not include supporting in-person regulatory agencies, applicant or subrecipient meetings, or public meetings.
4. Does not include any travel-related expenses for Fort Bend County requested meetings that occur outside of the GSA standard 50-mile radius from the SWCA Houston office.
5. Costs for onsite support or training are not included in these costs unless specified in response.
6. Environmental permit preparation and their direct application costs are not included.
7. Publication of public notices, including initial and final floodplain and wetlands notices and Notice of Intent/Request for Release of Funds (NOI/RROF) notices, will be published by Fort Bend County, per the RFP. Fort Bend County will incur all publication costs and are not included in our cost estimate.
8. Categorically Excluded Subject To 58.5 (CEST) and Environmental Assessment (EA) Projects will require up to 2 public notices, an Initial Floodplain Public Notice and a Combined Final Floodplain/NOI/RROF Public Notice (as applicable).
9. The projects will not require formal responses to public comments, scoping meetings or additional analysis of project alternatives.
10. Tier I Broad Review Housing Projects will require up to two (2) public notices, an Initial Floodplain Public Notice and a Combined Final Floodplain/NOI/RROF Public Notice (as applicable).

11. Unit prices listed are acceptable for up to two (2) years from proposal date. SWCA will request to re-negotiate our unit prices to reflect any changes in our standard rates and other potential rate escalation factors.
12. Scope and costs for development of an Environmental Impact Statement will be provided on a project-by-project basis.
13. The Tier I Broad Review level of effort is based on scattered site single-family residential rehabilitation and residential buyout programs or equivalent. Does not include for the development of a county-wide level broad review.
14. Fort Bend County and/or Subrecipient will provide an accurate and complete description of all Program activities to be covered by the Tier I Broad Review or for each Environmental Review Record (ERR) activity.
15. It is assumed that there will be only one round of agency communications required per project and that agencies will respond within 30 days.
16. SWCA may request additional funds for instances where the changes in project scopes during ERR reviews result in additional site visits, revised agency correspondence, additional public notices, or significant revisions to the ERR checklists.
17. For Tier II Housing Project Site Specific Checklists (SSC):
  - Fort Bend County and/or the Subrecipient will provide complete and accurate data with each application that includes street address, tax parcel identification number and proposed activity / scope of work.
  - The SWCA inspector will be granted complete and unfettered access to the application parcel prior to the site inspection.
  - Agencies will reply within 30 days of receiving a submission from SWCA.
  - The SSC will identify the need for, but this estimate does not include the cost to conduct special studies and assessments as part of the ERR.
  - All SSC submissions will be made to Fort Bend County electronically.
18. Re-evaluation costs assume for a project review only to determine if revisions to the ERR are required. Should our re-evaluation review identify that the previously approved ERR requires revision, SWCA will request a new authorization (a new review unit) to cover time for ERR revisions, additional agency coordination or public notices.

# 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
<div style="background-color: yellow; height: 40px; width: 100%;"></div>	<div style="background-color: yellow; height: 20px; width: 100%;"></div>
APPLICANT ORGANIZATION	DATE SUBMITTED
<div style="background-color: yellow; height: 20px; width: 100%;"></div>	<div style="background-color: yellow; height: 20px; width: 100%;"></div>

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## 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.)

<b>1. Type of Federal Action:</b> <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		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<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.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**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.**

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**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).

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# 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.**

SWCA, Incorporated  
Houston, TX United States

**Certificate Number:**  
2020-672662

**Date Filed:**  
09/28/2020

**Date Acknowledged:**  
01/12/2021

**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

**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 Services

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

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

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

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

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

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

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