



**PROGRAM IMPLEMENTATION SERVICES CONTRACT  
GLO CONTRACT No. 21-064-002-C858  
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM  
2018 FLOODS, 2019 FLOODS, AND TROPICAL STORM IMELDA FUNDING**

The **GENERAL LAND OFFICE** (the “GLO”) and **AECOM TECHNICAL SERVICES, INC.**, Texas Identification Number (TIN) **19526619226** (“Provider”), each a “Party” and collectively the “Parties,” enter into the following contract for comprehensive program implementation services (the “Contract”) pursuant to applicable provisions of Title 10, Subtitles D and F, of the Texas Government Code, in conjunction with 2 C.F.R. Part 200 and 24 C.F.R. Part 570. Now, therefore, the Parties agree as follows.

**I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION**

**1.01 DEFINITIONS**

“Action Plan” means a State of Texas plan submitted to and approved by HUD outlining the proposed activities to be funded by one or more CDBG-DR allocations from the U.S. Department of Housing and Urban Development. Action Plans are available on the GLO’s disaster recovery website at <http://recovery.texas.gov/local-government/hud-requirements-reports/index.html>.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, of the Code of Federal Regulations and Chapter 321 and Title 10, Subtitles D and F, of the Texas Government Code.

“Amendment” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract other than those permitted by a Technical Guidance Letter, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically attached to this Contract after the execution page or incorporated by reference.

“CDBG-DR” means the Community Development Block Grant Disaster Recovery program administered by HUD, in cooperation with the GLO.

“CDR” means the Community Development and Revitalization division of the GLO, responsible for administering on behalf of the GLO all allocated CDBG-DR funds.

“C.F.R.” means the Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the

Federal Register by the executive departments and agencies of the federal government of the United States.

“[COG](#)” means the Council of Governments, an organization of local governmental entities that coordinate programs and services to address needs that cross jurisdictional boundaries.

“[Comptroller](#)” means the Texas Comptroller of Public Accounts.

“[Contract](#)” means this entire document, its Attachments and documents incorporated by reference, and any associated Amendments, or Technical Guidance Letters that the GLO issues, which are to be incorporated by reference herein for all purposes as they are issued.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Davis-Bacon](#)” means the Davis-Bacon Act of 1931, Pub. L. 71-798, 46 Stat. 1494 (March 3, 1931), as amended.

“[Deliverable](#)” means a unit or increment of Work—including any item, Task, report, data, document, photograph, drawing, process, computer program or code, or other submission—that is required to be delivered to or completed for the GLO, in whatever form, to the GLO under this Contract.

“[Fair Housing Act](#)” means the “Fair Housing Act of 1968,” Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, 82 Stat. 73 (April 11, 1968), as amended.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects) in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[FEMA](#)” means the Federal Emergency Management Agency.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the terms and conditions in **Attachment C**, attached hereto and incorporated herein for all purposes, that Provider affirms and agrees to by executing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[HAP](#)” means the Homeowner Assistance Program.

“Housing Guidelines” means the guidelines adopted by the GLO to govern the implementation of CDBG-DR programs as published to the GLO recovery website.

“HRP” means the Homeowner Reimbursement Program.

“HSP” means “historically underutilized business subcontracting plan,” as described in Chapter 2161 of the Texas Government Code.

“HUB” means “historically underutilized business,” as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, intangible proprietary information, other commercially valuable products of the human intellect, and all federal, state, or international registrations or applications for any of the foregoing.

“Mentor Protégé” means the Comptroller’s leadership program found at <https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php>.

“MID” means areas identified by HUD to be most impacted and distressed.

“Notice to Proceed,” or “NTP,” means the written authorization from the GLO giving a HAP builder the authority to commence work on an assigned project.

“NTE” means “not to exceed.”

“Project” means the program implementation services described in **SECTION 1.03** and **Attachment A** and **Attachment G** of this Contract.

“Project Manager” means the authorized GLO representative responsible for the day-to-day management of the Project and the direction of GLO staff and independent contractors performing work relating thereto.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Public Information Act,” or “PIA,” means Chapter 552 of the Texas Government Code.

“Region” means, collectively, the assessment area that encompasses certain counties, as outlined in **Attachment A** to this Contract.

“Section 3” means Section 3 of the Housing and Urban Development Act of 1968, Pub. L. 90-448, 82 Stat. 476 (August 1, 1968), as amended.

“Solicitation” means the GLO’s Request for Proposals (“RFP”) No. X0022732-JW (including any addenda), which is incorporated herein by reference for all purposes in its entirety.

“Solicitation Response” means Provider’s full and complete response to the Solicitation. The Solicitation Response includes any attachments, supplemental information, or documentation submitted by Provider to the GLO prior to the Contract execution and is incorporated herein by reference for all purposes.

“State” means the State of Texas and any state agency (including the GLO and its officers, employees, or authorized agents).

“Subcontractor” means an entity that contracts with Provider to perform part or all of Provider’s obligations under this Contract.

“Subrecipient” means a local governmental body or political subdivision that receives a subaward from the GLO for disaster response and recovery activities.

“System of Record” means the GLO system of record for disaster grant processing, tracking, and reporting: currently, the Texas Integrated Grant Reporting (“TIGR”) system, developed using the Microsoft Dynamics rapid application development platform and hosted in the Microsoft Azure Government Cloud.

“T.A.C.” means the Texas Administrative Code.

“Task” means a defined work or service eligible to be accomplished using CDBG-DR funds.

“Technical Guidance Letter,” or “TGL,” means an instruction, clarification, or interpretation of this Contract’s or the CDBG-DR program’s requirements that is issued by the GLO and provided to Provider, applicable to specific subject matter, and to which Provider shall be subject as of a specific date. A TGL will be effective upon written approval of the terms from Provider, not to be unreasonably delayed or withheld.

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Provider’s travel expenses. The Travel Regulations include Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available at <https://fmx.cpa.texas.gov/fmx/travel/txtravel/index.php>.

“U.S.C.” means the United States Code, the official compilation and codification of the general and permanent federal statutes of the United States.

“Work” means services to be performed or goods to be delivered and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

## **1.02 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including those listed in **Attachment D**; the signed Contract; **Attachment A**; **Attachment G**; **Attachment B**; **Attachment C**; **Attachment E**; **Attachment F**; the Solicitation; and the Solicitation Response.

### 1.03 PROJECT

- (a) In strict conformance with the Solicitation and the terms and conditions of this Contract, Provider shall perform the program implementation services necessary to assist the GLO in fulfilling its duty administering the CDBG-DR HAP and HRP programs in the designated Region (the “Project”), as more fully described in **Attachment A** and **Attachment G**, attached hereto and incorporated herein for all intended purposes.
- (b) The Project shall be performed in compliance with this Contract and all Attachments, Amendments, and Technical Guidance Letters; the Solicitation; the Solicitation Response; and all applicable federal, state, and local laws, ordinances, and regulations (including the C.F.R., HUD requirements, and CDBG-DR rules and regulations).

### 1.04 REPORTING REQUIREMENTS

Provider shall timely submit all reports and documentation as may be required by the GLO to the Project Managers, Molly Keller ([molly.keller.glo@recovery.texas.gov](mailto:molly.keller.glo@recovery.texas.gov)) and Jennifer Molinari ([jennifer.molinari.glo@recovery.texas.gov](mailto:jennifer.molinari.glo@recovery.texas.gov)), in a format agreed upon between the Parties.

## II. TERM

### 2.01 DURATION

- (a) This Contract is effective as of the date on which it is signed by the last Party (the “Effective Date”) and shall terminate upon completion of the Project, in the sole determination of the GLO, or on February 28, 2024, whichever occurs first. The GLO, at its own discretion and subject to terms and conditions mutually agreeable

to both Parties, may extend the Contract for up to two (2) additional one-year (1-year) terms or until the time allocated funding expires, whichever comes first.

- (b) This Contract is effective for the term specified herein. Any services Provider performs before the Effective Date or after the Contract's termination or expiration are performed at Provider's sole risk, and the GLO may choose not to compensate Provider for such services.

## **2.02 EARLY TERMINATION**

The GLO may terminate this Contract by giving Provider written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of a termination notice, Provider must immediately cease work, terminate all subcontracts, and incur no further expense related to this Contract. Early termination shall be subject to the equitable settlement of the Parties' interests accrued up to the date of termination, including any non-cancelable costs.

## **2.03 ABANDONMENT OR DEFAULT**

If Provider abandons work or defaults on the Contract and fails to cure such default within 30 days after receiving written notice of such default, the GLO may terminate the Contract without notice and Provider shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Provider will not be considered in any re-solicitation of the services described herein and may not be considered in future solicitations for similar services unless the specification or scope of work changes significantly. The GLO will determine the period of suspension based on the seriousness of the abandonment or default.

## **III. CONSIDERATION**

### **3.01 COMPENSATION**

Provider will be compensated, in accordance with the terms of **Attachment A**, in an amount not to exceed **\$9,100,000.00**. The sum of all compensation due Provider under this Contract shall not exceed the maximum amount available for such services, as prescribed by HUD or any governing law, for the term of this Contract.

### **3.02 TRAVEL EXPENSES**

- (a) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider's performance of this Contract at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- (b) Subject to the maximum amount authorized in this Contract and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct<sup>1</sup> expenses may be reimbursed under this Contract for professional or technical

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<sup>1</sup> Certain other incidental direct expenses (including, but not limited to, copying, telephone, data, and express-mail services) may be reimbursed at rates determined by the GLO upon specific, written approval by the GLO.

personnel who are working away from the cities in which they are permanently assigned, conducting business specifically authorized in writing by the GLO, and performing services not originally contemplated in the scope of services for this Contract.

- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

### 3.03 INVOICES

**At a minimum, invoices must:**

- (a) be submitted to the GLO's system of record, the Texas Integrated Grant Reporting ("TIGR") system, by Provider utilizing written instructions timely provided by the Project Manager;
- (b) **prominently display "GLO Contract No. 21-064-002-C858"**;
- (c) list the current amount being billed;
- (d) list the cumulative amount billed previously;
- (e) list the balance remaining to be billed; and
- (f) include an itemized statement of services performed (including documentation such as invoices, receipts, statements, stubs, tickets, time sheets, and other information) that, in the judgement of the GLO, provides full substantiation of reimbursable costs incurred.

### 3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Provider. **However, the Prompt Pay Act does not apply if Provider does not send invoices that comply with this Contract through TIGR or as otherwise directed in accordance with SECTION 3.03.**

If Provider does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO will not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this Contract.

## **IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES**

### 4.01 PERFORMANCE WARRANTY

- (a) Provider warrants that it will perform all Work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

- (b) Provider warrants that all Deliverables it completes under this Contract will meet or exceed the standards of Provider's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Provider submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligations under this Contract, the GLO may require Provider, at its sole expense, to do the following:
  - (i) repair or replace Deliverables that do not meet specifications;
  - (ii) refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
  - (iii) pay liquidated damages for each unfulfilled obligation or past-due Deliverable per each day past due in an amount specified in **Attachment A** until the GLO approves completion of said obligation or Deliverable; and/or
  - (iv) take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

#### **4.02 GENERAL AFFIRMATIONS**

Provider certifies that it has reviewed the General Affirmations in **Attachment C** and is in compliance with all applicable requirements contained therein. Provider affirms and agrees to all conditions contained in **Attachment C** to the extent they apply.

#### **4.03 FEDERAL ASSURANCES AND CERTIFICATIONS**

Provider certifies that it has reviewed the Federal Assurances and Certifications in **Attachment B** and is in compliance with all applicable requirements contained therein. **Provider certifies it is in compliance with all other applicable federal laws, rules, or regulations pertaining to this Contract, including those listed in Attachment D.**

#### **4.04 DEBARMENT AND SUSPENSION**

Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this Contract by any state or federal agency.

### **V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT**

#### **5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated by Congress under the acts listed in the table below and allocated to the State of Texas by HUD for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301, *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major disaster that occurred in 2018 or 2019, in accordance with Executive Order 12892



and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

| Congressional Act   | Federal Award Identification Number (FAIN) |
|---|--|
| Supplemental Appropriations for Disaster Relief Act, 2018 (Public Law 115-254), enacted on October 5, 2018        | B-19-DV-48-0001                            |
| Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20), enacted on June 6, 2019 | B-19-DV-48-0002<br>B-19-DF-48-0001         |

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Provider must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Provider shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents.** A DUNS number may be obtained by visiting the Dun & Bradstreet website: <https://www.dnb.com>. A CAGE code will be assigned when the obtained DUNS number is registered with the System for Award Management at <https://www.sam.gov/SAM/>. Assistance with this website may be obtained by calling 866-606-8220. **Provider is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

## 5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Provider for damages under this Contract may not exceed the amount of payment due and owing Provider or the amount of funds appropriated for payment but not yet paid to Provider under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

### **5.03 RECAPTURE OF FUNDS**

The GLO may recapture and be reimbursed for any payments, including those for any unapproved expenditures, that it makes to Provider that exceed the maximum allowable rates; are not allowed under applicable laws, rules, or regulations; or are otherwise inconsistent with this Contract. Provider must refund such recaptured payments within 30 days after the GLO issues notice of recapture to Provider.

### **5.04 OVERPAYMENT**

Provider shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Provider received under this Contract. Provider shall reimburse the GLO for such disallowed costs from funds other than those Provider received under this Contract. Provider must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Provider.

## **VI. OWNERSHIP, INTELLECTUAL PROPERTY, AND THIRD-PARTY RELIANCE**

### **6.01 OWNERSHIP AND INTELLECTUAL PROPERTY**

- (a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership rights, titles, and interests in and to all Intellectual Property acquired or developed by Provider pursuant to this Contract. Such Intellectual Property includes, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Provider under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter.
- (b) Provider must give the GLO, the State of Texas, and any person designated by the GLO or the State of Texas all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

### **6.02 COPYRIGHT**

- (a) Provider agrees and acknowledges that all expressive content subject to copyright protection will be made the exclusive property of the GLO. Such content includes, without limitation, all reports, drafts of reports, drawings, artwork, photographs, videos, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract (individually a “Work” and collectively the “Works” for the purposes of this Article VI). Provider acknowledges that each Work is a “work made for hire” under the United States Copyright Act of 1976, as amended. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the GLO.

- (b) If, for any reason, any Work or any portion of a Work is not a Work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all rights, titles, and interests in and to the Works or such portion of any Work. Such rights, titles, and interests include, without limitation, the entire and exclusive copyright in the Works and all rights associated with the copyright (including, but not limited to, reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future).
- (c) Provider must give the GLO, the State of Texas, and any person designated by the GLO or the State of Texas all assistance required to perfect the rights defined herein that were granted to the GLO, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

## **VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE**

### **7.01 BOOKS AND RECORDS**

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Provider's compliance with this Contract and all applicable laws, statutes, rules, and regulations.

### **7.02 INSPECTION AND AUDIT**

- (a) All records related to this Contract, including records of Provider and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) 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.** 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.
- (c) State agencies authorized to audit and inspect Provider and its records, Subcontractors, and Subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees.

With regard to any federal funding, federal agencies authorized to audit and inspect Provider and its records, Subcontractors, and Subcontractors' records include any relevant federal agency, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

### **7.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the applicable State of Texas CDBG-DR program, in accordance with federal regulations. **The GLO will notify Provider of the dates upon which local records may be destroyed, and Provider shall retain all records related to this Contract until the destruction date determined by the GLO.**

### **7.04 CONFIDENTIALITY**

To the extent permitted by law, Provider and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Provider or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Provider must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

### **7.05 PUBLIC RECORDS**

The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

## **7.06 PUBLICATION**

Reports, publications, presentations, and all other materials produced by Provider with funding provided in whole or in part under this Contract must carry on the front cover or title page of such items appropriate acknowledgement of financial or other support by the GLO and, if applicable, all federal entities providing funds or other support for the Project.

## **VIII. MISCELLANEOUS PROVISIONS**

### **8.01 INSURANCE**

Provider shall acquire and maintain for the duration of the Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance in conformance with all requirements of **Attachment F**, attached hereto and incorporated herein in its entirety for all purposes, including the required “form of” certificate. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the GLO the nature and extent of coverage granted by each such policy. Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the GLO. In the event that any policy is determined to be deficient to comply with the terms of the Contract, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the Contract term. Provider may not be actively working on behalf of the GLO if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of the Contract.

### **8.02 TAXES, WORKERS’ COMPENSATION, AND UNEMPLOYMENT INSURANCE**

- (a) Provider shall be solely liable and responsible for payment of Provider’s and Provider’s employees’ taxes of whatever kind arising out of the execution or performance of the Contract. Provider must comply with all applicable state and federal laws regarding wages, taxes, insurance, and workers’ compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, Subcontractors, or others for the payment of taxes or the provision of unemployment insurance, workers’ compensation, or any benefit available to a State of Texas employee or employee of another governmental entity.
- (b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorneys’ fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers’ compensation in the execution or performance of the Contract and any Work associated therewith. Provider and the GLO shall furnish timely written notice to each other of any action, claim, demand, or suit described

herein. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel.

### **8.03 LEGAL OBLIGATIONS**

For the duration of this Contract, Provider shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification that a federal, state, county, or city statute, ordinance, law, or regulation requires Provider to hold to provide the goods or services required by this Contract. Provider shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider shall pay any such government obligations not paid by its Subcontractors during performance of this Contract.

### **8.04 INDEMNITY**

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and their officers, agents, employees, representatives, contractors, assignees, and designees from and against all liability, actions, claims, demands, damages, proceedings, suits, and all related costs, attorneys' fees, and expenses arising out of, connected with, or resulting from any acts or omissions of Provider; its officers, agents, employees, representatives, suppliers, contractors, Subcontractors, assignees, designees, or order fulfillers; or suppliers of contractors or Subcontractors in the execution or performance of the Contract. Provider and the GLO shall furnish timely written notice to each other of any action, claim, demand, or suit described herein. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel.

### **8.05 INTELLECTUAL PROPERTY INFRINGEMENT**

- (a) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorneys' fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trademark, service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract. Provider and the GLO shall furnish timely written notice to each other of any action, claim, demand, or suit described herein. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General if the GLO is a

named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without the written concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel.

- (b) Provider shall have no liability under this section if the alleged infringement is caused in whole or in part by the following:
  - (i) use of the Deliverable or service for a purpose or in a manner for which the product or service was not designed;
  - (ii) any modification made to the Deliverable without Provider's written approval;
  - (iii) any modifications that Provider made to the Deliverable pursuant to the GLO's specific instructions; or
  - (iv) any use of the Deliverable or service by the GLO that does not conform with the terms of any applicable license agreements.
- (c) If Provider becomes aware of an actual or potential claim of Intellectual Property infringement caused by or resulting from Provider's performance of this Contract or the GLO provides Provider with notice of such claim, Provider must, at Provider's sole expense, do the following:
  - (i) procure for the GLO the right to continue to use the affected portion of the product or service; or
  - (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

## **8.06 ASSIGNMENT AND SUBCONTRACTS**

Excepting the provisions of Article VI above, Provider must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the Work to be performed. In any approved subcontracts, Provider must legally bind such Subcontractor to perform and make such Subcontractor subject to all of the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the Work performed by Provider and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Provider must provide written notification to the GLO of any such Subcontractor performing fifteen percent (15%) or more of the Work under this Contract. Such notification must include the name and Texas Identification Number of the Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to work on the task.

**8.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM**

Provider must notify the GLO of HUB Subcontractors performing under this Contract through the submission of an HSP to the GLO for approval. The GLO encourages the parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. Provider must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to [HUB@glo.texas.gov](mailto:HUB@glo.texas.gov) detailing any HUB Subcontractor participation under the Contract, including expenditures to a HUB Subcontractor, if applicable. Provider must submit proposed modifications to its HSP to the GLO for prior approval through an HSP Change Order. Provider may not modify its HSP without the GLO's prior written approval. If Provider modifies its HSP without the GLO's prior written approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

**8.08 RELATIONSHIP OF THE PARTIES**

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract. Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

**8.09 COMPLIANCE WITH OTHER LAWS**

In its performance of this Contract, Provider must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations, including, but not limited to, those listed in **Attachment D**.

**8.10 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

**GLO**

Texas General Land Office  
1700 N. Congress Avenue, 7<sup>th</sup> Floor  
Austin, Texas 78701  
Attention: Contract Management Division



**Provider**

AECOM Technical Services, Inc.  
505 Orleans Street, Suite 200  
Beaumont, TX 77701  
Attention: Troy Naperala

Notice given in any other manner shall be deemed effective only upon receipt by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

**8.11 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue, or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

**8.12 SEVERABILITY**

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**8.13 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; epidemic or pandemic; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

#### **8.14 DISPUTE RESOLUTION**

Except as otherwise provided by statute, rule or regulation, Provider shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Provider to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

#### **8.15 ENTIRE CONTRACT AND MODIFICATION**

This Contract, its Attachments, and all Amendments and Technical Guidance Letters issued under this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Additional or conflicting terms in any Attachment, Amendment, or Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Except as provided herein, this Contract and its Attachments may be amended only by a mutual, written agreement executed by authorized representatives of the Parties.

#### **8.16 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Contract.

#### **8.17 PROPER AUTHORITY**

Each Party represents and warrants that the person executing this Contract on its behalf has the authority to enter into this Contract.

#### **8.18 PREFERENCE AND PROCUREMENT OF MATERIALS**

- (a) Provider, in performing the Contract, shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to those of products and materials produced outside Texas.
- (b) To the extent applicable, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
  - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
  - (ii) in a way that meets the Contract's performance requirements; or
  - (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.322, information about this requirement, along with the list of EPA-designated items, is

available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### **8.19 SURVIVAL OF TERMS AND CONDITIONS**

The Contract's terms and conditions related to the following subjects shall survive the termination or expiration of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations, Federal Assurances, and Federal Certifications; state funding, prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture and overpayment of federal and state funds; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership, Intellectual Property, and copyright; books and records; insurance; taxes; workers' compensation; unemployment insurance; records-retention methods and time requirements; inspection and audit; confidentiality; public records; indemnification and liability; infringement of Intellectual Property rights; compliance with laws; notices; choice of law and venue; severability; assignment and subcontracting; relationship of the Parties; invoice and fee verification; property rights; default; amendment; licensing and permitting; dispute resolution; information and data security; and merger and integration. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

#### **8.20 INFORMATION AND DATA SECURITY STANDARDS**

Provider must comply with all terms specified in the **GLO Information Security Appendix for Vendors**, attached hereto as **Attachment E**.

#### **8.21 STATEMENTS OR ENTRIES**

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.**

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; makes any materially false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under 18 U.S.C. § 1001.


**Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Provider representative hereby certifies that he/she has examined this Contract and Attachments, 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 Provider are true, complete, and accurate.**

**SIGNATURE PAGE FOLLOWS**


**SIGNATURE PAGE FOR GLO CONTRACT NO. 21-064-002-C858  
PROGRAM IMPLEMENTATION SERVICES CONTRACT**

**GENERAL LAND OFFICE**

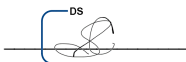
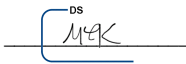
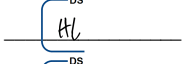
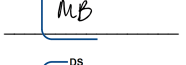
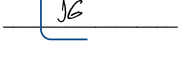
**AECOM TECHNICAL SERVICES,  
INC.**

DocuSigned by:  
  
Mark A. Havens, Chief Clerk /  
Deputy Land Commissioner

Date of execution: 2/8/2021

DocuSigned by:  
  
Troy Naperalta  
Name: Troy Naperalta  
Title: Vice President, USwest Water

Date of execution: 2/2/2021

OGC   
PM   
SDD   
DGC   
GC 

**ATTACHED TO THIS CONTRACT**

- ATTACHMENT A** – Scope of Services and Budget
- ATTACHMENT B** – Federal Assurances and Certifications
- ATTACHMENT C** – General Affirmations
- ATTACHMENT D** – Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** – GLO Information Security Appendix for Vendors
- ATTACHMENT F** – Required Insurance and Form of Certificate
- ATTACHMENT G** – Temporary Relocation Assistance Services

**INCORPORATED BY REFERENCE**

- SOLICITATION**
- SOLICITATION RESPONSE**

## **OVERVIEW**

At the discretion of the GLO, Provider shall provide administrative and implementation services for the CDBG-DR HAP and HRP programs in Chambers, Liberty, San Jacinto, Harris, Montgomery, Jefferson, and Orange Counties (the “Region”). The services shall be performed consistent with the six (6) program phases described below:

- 1) Phase 1: Program Initiation;
- 2) Phase 2: Program Design;
- 3) Phase 3: Program Outreach;
- 4) Phase 4: Applicant Portfolio Setup;
- 5) Phase 5: Construction Management and Project Monitoring (for HAP only); and
- 6) Phase 6: Closeout.

Additionally, the completion of special conditions may be required, at the request of the GLO, on an ongoing basis and in conjunction with any of the Phases listed above.

Provider must perform the following Tasks for each phase in coordination with the GLO and its partners, the COGs, and local officials. Provider understands that the GLO may require repayment of any funds paid by the GLO to Provider for expenses that are not eligible for reimbursement under federal rules, regulations, or the execution of the phases below.

## **SCOPE OF WORK**

### **PHASE 1: PROGRAM INITIATION**

Provider shall complete Phase 1 of the Project no later than 75 days after the effective date of the Contract. Provider shall complete, at a minimum, the following Phase 1 Tasks.

- A. Mobilize a team to perform recovery services;
- B. Set up offices at affected locations that are easily accessible by applicants, e.g. near bus routes, in the center of the affected area, near city offices, or in other locations to be discussed by the GLO (more than one office location may be required/proposed);
- C. Arrange staff to manage each office location in person during established business hours;
- D. Provide to the GLO a list of Provider’s staff, including proposed job titles, official job site locations, and the identification of applicant coordinators;
- E. Establish written procedures for the assignment to each applicant coordinator of a reasonable amount of applicant cases in order to timely manage each applicant’s recovery;
- F. Provide information assisting the Region’s communities in providing necessary notice(s) and required documents to the GLO and COGs for website and/or public posting;
- G. Conduct local community outreach with GLO-provided documentation including, but not limited to, sign-in sheets and agendas for each meeting;
- H. Coordinate with COG staff and local elected officials prior to completion of needs assessments;

- I. Coordinate with housing counselors to develop an approved HUD Affirmative Fair Housing Marketing Plan; and
- J. Perform any other duties necessary to complete Phase 1 Tasks.

**PHASE 2: PROGRAM DESIGN**

Provider shall complete Phase 2 of the Project no later than 75 days after the effective date of the Contract. Provider shall complete, at a minimum, the following Phase 2 Tasks.

- A. Within 21 days of Contract execution, develop policy manuals and Provider's Standard Operating Procedures (the "SOP"), based on the GLO Housing Guidelines, outlining and defining all Deliverables, duties, and/or responsibilities due under the Project and including process workflows and diagrams depicting the steps necessary to facilitate the completion of each process. The SOP is a working document and may be revised as needed by mutual consent of the Parties throughout the term of this Contract. The SOP shall include, without limitation, the following:
  - 1. Set up sound financial procedures for payment processing to include proper disbursement of funds, draw review(s), and completeness;
  - 2. Establish procedures to ensure that all housing program data managed locally is transferable to and recorded in the GLO's System of Record;
  - 3. Establish procedures to ensure data integrity and security, including procedures for the use of the GLO's System of Record;
  - 4. Establish mechanisms to manage calls to and from applicants during established business hours;
  - 5. Create call-intake processes and procedures;
  - 6. Create applicant eligibility procedures and processes to meet the program requirements outlined in the GLO Housing Guidelines or updated requirements as published by the GLO;
  - 7. Create construction oversight procedures; and
  - 8. Create procedures for inspections of previous repairs, inspections of unmet needs, and damage assessments to evaluate applicant recovery needs.
- B. Coordinate with COGs to develop needs assessments for the Region based on FEMA damage data, damage geography, regional income, floodplain data, regional needs, and other applicable data and submit the assessments to the GLO for approval within 60 days of Contract execution;
- C. Develop housing guidelines for the Region, using the Housing Guidelines as the basis, and submit them to the GLO for approval within 60 days of Contract execution;
- D. Obtain necessary citizen participation for needs assessments and the Region's housing guidelines prior to submission for GLO approval;
- E. Publish the Region's Housing Guidelines and documents on the GLO and applicable COG website(s);

- F. Create an approved HUD Affirmative Fair Housing Marketing Plan, a monthly outreach target (based on the needs assessment), and correlating outreach forms for GLO approval;
  - 1. Must be submitted for GLO approval within 65 days of Contract execution; and
  - 2. May not be submitted to the GLO for approval prior to the completion of the needs assessment and the Region's Housing Guidelines;
- G. Provide technical assistance, guidance, training, and correlating documents to relevant parties, as required by the GLO;
- H. Participate in kick-off meeting(s) with the GLO and its contractors to discuss program requirements;
- I. Develop program applicant complaint and appeal procedures for GLO approval;
- J. Review program plans and specifications from builders for GLO construction standards compliance and the Region's needs; and
- K. Perform any other duties necessary to complete Phase 2 Tasks.

### **PHASE 3: PROGRAM OUTREACH**

Provider shall begin Phase 3 of the Project no later than 76 days after the effective date of the Contract and must complete all Phase 3 Tasks before beginning the pre-program closeout Tasks in Phase 6. Provider shall complete, at a minimum, the following Phase 3 Tasks.

- A. Perform outreach to affected populations using the approved HUD Affirmative Fair Housing Marketing Plan prepared in Phase 1, Task I, in accordance with the monthly outreach target determined under Phase 2, Task F, above. To complete Task A of Phase 3, Provider shall do the following:
  - 1. Provide outreach packets and forms to affected homeowners as approved by the GLO; and
  - 2. Utilize data from multiple databases as available, including FEMA, Small Business Administration, insurance premiums, and waiting lists, as necessary to conduct outreach.
- B. Coordinate with HUD-certified housing counseling organizations and provide documentation of meetings, referral of applicants, and/or other services that may be provided;
- C. Provide monthly reports to the GLO detailing outreach accomplishments, applicant status, and demographic information;
- D. Gather sufficient program applications to satisfy necessary recovery efforts outlined in the Region's needs assessment;
- E. Maintain records that capture the reasons why applicants withdraw from the programs or are deemed ineligible for assistance;
- F. Adjust outreach measures to address applicant shortages and to accomplish the needs assessment ratios;
- G. Conduct additional outreach and marketing as necessary to satisfy the needs assessment;

- H. Provide housing options at outreach, to include housing models and home square-foot sizes;
- I. Maintain specified applicant thresholds, as dictated in the Action Plan, for HUD MID and GLO-identified State MID areas; and
- J. Perform any other duties necessary to complete Phase 3 Tasks.

#### **PHASE 4: APPLICANT PORTFOLIO SETUP**

Provider must begin Phase 4 of the Project no later than 75 days after the effective date of the Contract and must complete all Phase 4 Tasks before beginning the pre-program closeout Tasks under Phase 6. Provider shall complete, at a minimum, the following Phase 4 Tasks.

Provider shall perform the following Tasks for HAP and HRP, as specified in the respective SOPs:

- A. Provide customer service for all aspects of the programs, with all customer-facing services functional prior to the start of community outreach efforts in order to provide adequate customer service;
- B. Utilize the GLO's System of Record for all applicant data entries and information and enter any non-digital applications into the system within five (5) business days of receipt;
- C. Create applicant files and documents for eligibility that capture all of the GLO's required applicant file data points in the GLO's System of Record;
- D. Perform case management in the established manner with each applicant at all phases of eligibility to ensure successful project setup, adjusting processes and procedures as necessary to address GLO guidance, fall-outs, and other applicant needs;
  - 1. The initial request for additional information to applicants regarding any missing information must occur within 10 calendar days of receipt of the application;
  - 2. Initial eligibility reviews for complete applications must be completed within 30 calendar days of application submission; and
  - 3. Applicants must be given at least 14 calendar days from a request for information to respond, during which time at least three documented attempts must be made to contact the applicant before their application may be removed from processing;
- E. Obtain necessary site-specific environmental clearance under the National Environmental Policy Act ("NEPA") and related environmental and historic preservation legislation and executive orders in accordance with broad/tiered review requirements;
- F. Evaluate all applicants with all eligibility criteria, including a site inspection to confirm repairs made by the applicant prior to application, an unmet needs inspection, and damage assessment procedures, to evaluate applicant recovery needs;
- G. Ensure applicants meet a national objective and all other CDBG-DR requirements; and
- H. Perform any other duties necessary to complete Phase 4 Tasks.



Provider shall perform the following Tasks for HAP participants, as specified in the SOP:

- I. For each property, develop, on a GLO-specified form, a budget that complies with the program maximums specified in the Housing Guidelines and site-specific construction pricing, as specified in the SOP;
- J. Prepare and distribute complete construction document packages for each home to be repaired or replaced to pre-qualified builders;
- K. Utilize house plans and specifications approved by the GLO for final acceptance by the homeowner, as specified in the SOP;
- L. Work with the builders to develop scope write-ups for eligible homeowners using the GLO's work write-up form;
- M. Organize a pre-construction meeting with each HAP program participant and the assigned builder to discuss program requirements and expectations, utilizing the agenda developed in the SOP;
- N. Perform a program closing for individual projects in coordination with the homeowner's applicant coordinator and builder;
- O. Issue Notices to Proceed to the builders and the GLO in coordination with the GLO's established builder assignment method; and
- P. Ensure all program requirements and housing selections are discussed with the applicants, as outlined in the approved Housing Guidelines, applicants' promissory notes, and other program documents.

Provider shall perform the following Task for HRP participants, as specified in the SOP:

- A. Disburse funds to qualified HRP applicants within five (5) business days of receiving GLO approval of an application for reimbursement and receiving disbursement funds associated with such application from the GLO.

**PHASE 5: CONSTRUCTION MANAGEMENT AND PROJECT MONITORING (HAP ONLY)**

Provider shall begin Phase 5 of the Project no later than 75 days after the effective date of the Contract and must be complete all Phase 5 Tasks before beginning the pre-program closeout Tasks under Phase 6. Provider shall complete, at a minimum, the following Phase 5 Tasks.

- A. Conduct standardized weekly meetings to discuss the status of projects under construction and estimated timelines for grant completion with the GLO;
- B. Provide oversight of the builder pool utilized in rehabilitation, reconstruction, and new construction to ensure compliance with the GLO Housing Guidelines and the Region's housing guidelines;
- C. Monitor builder performance and report it to the GLO for consideration in the GLO's builder assignment method;
- D. Review construction draw packets and supporting documentation and either recommend, in writing, the draws to the GLO for approval or request corrections from the builders within 7 days of submission by the builders;

- E. Conduct site assessments to determine the project status, inspections, percentage complete, builder progress, quality assurance, and tentative completion schedule;
- F. Coordinate with the GLO and/or its builders to ensure all aspects of the program are effectively administered;
- G. Provide a written course of action for builders that fail to complete projects during the required construction time frames;
- H. Coordinate with applicant coordinators and applicants to ensure the construction of each home is completed as approved;
- I. Provide customer service to homeowners with warranty and punch list issues following completion of their homes until the Region's program closeout;
- J. Review change orders and supporting documentation within 7 days of submission from builders and either recommend them, in writing, to the GLO for approval or request corrections from the builders;
- K. Administer key hand-offs to program participants after construction is complete, ensuring all documentation is signed and the applicant file is complete; and
- L. Perform any other duties necessary to complete Phase 5 Tasks.

#### **PHASE 6: CLOSEOUT**

For HAP and HRP, Provider shall complete Phase 6 of the Project prior to program closeout. Provider shall complete, at a minimum, the following Phase 6 Tasks.

- A. Verify completion of all files within 30 days of retainage draw request;
- B. Prepare and audit applicant files for project closeout in the GLO's System of Record;
- C. Obtain program closeout approval from the GLO.

#### **SPECIAL CONDITIONS**

The completion of the following special conditions may be required, at the request of the GLO, on an ongoing basis and in conjunction with any Phase listed above. special conditions include, at a minimum, the following Tasks.

- A. Conduct work sessions with the GLO and applicable staff or stakeholders at GLO headquarters, via a telecommunications application, or within the Region, as necessary;
- B. Prepare status reports on the eligibility process and construction projects, including an evaluation of builder progress, quality, and capability;
- C. Establish deadlines and a schedule for the execution of all programs;
- D. Ensure compliance with the GLO's State Action Plans, Housing Guidelines, and other critical documents and facilitate optional relocation assistance to remove barriers to HAP participation as authorized in the Housing Guidelines. Relocation assistance funds for applicants are not subject to the not to exceed amount for the Contract.
- E. Ensure compliance with all federal, state, and local laws and regulations;
- F. Participate in any audits conducted on the CDBG-DR program;

- G. Provide applicable data for HUD-reporting purposes;
- H. Document compliance with Section 3 standards and State HUB requirements in coordination with the GLO and/or the HAP builders;
- I. Provide program support, technical assistance, and responses as necessary during program audits;
- J. Receive approval from the GLO prior to release of any mass-produced outreach materials;
- K. Coordinate with the GLO prior to any communications with federal, state, or local elected officials and/or any associated staff;
- L. Develop and conduct a monitoring plan in consultation with the GLO;
- M. Ensure that duplication of benefits calculations are properly performed and documented;
- N. Participate in weekly in-person or teleconference meetings, as requested by the GLO;
- O. Provide weekly applicant status reports and near-real-time access to individual applicant status;
- P. Participate in monthly meetings regarding program status, significant issues, lessons learned, and items that need to be addressed, as requested by the GLO;
- Q. Provide monthly reports detailing program status, significant issues, lessons learned, and items that need to be addressed;
- R. Coordinate with GLO to ensure the successful integration of applicable program information into the GLO's System of Record, which may include use of a system that has the ability to import applicant information into the GLO's System of Record;
- S. Maintain application intake in every eligible county and additional locations, as required by GLO;
- T. Ensure all complaints and appeals are responded to in accordance with the GLO's Housing Guidelines;
- U. Submit to the GLO for approval a written list of all staff hires performing services under the Project; and
- V. Participate in additional meetings, provide additional reports, and perform any other duty deemed necessary to perform the Special Conditions.

The GLO maintains the right to make final applicant eligibility determinations and may require repayment of funds expended that are not reimbursable by HUD under CDBG-DR.

### **BUDGET**

Notwithstanding HAP Public Services and relocation assistance and the HRP funds disbursed to qualified applicants, all duties associated with administering these programs shall be executed for an amount not to exceed \$9,100,000.00 (the "NTE amount"), in accordance with the fee schedule below. Lump-sum and per-applicant/per-disbursement costs associated with this contract are as follows:

|   |                               |                          |
|---|-------------------------------|--------------------------|
| <b>1. INITIATION PHASE</b>  | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Initiation  | LUMP SUM                      | \$ 350,000.00            |
|   |                               |                          |
| <b>2. PROGRAM DESIGN PHASE</b>  | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Program Design  | LUMP SUM                      | \$ 345,000.00            |
|   |                               |                          |
| <b>3. PROGRAM OUTREACH PHASE</b>  | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Program Outreach  | LUMP SUM                      | \$ 730,000.00            |
|   |                               |                          |
| <b>4. PORTFOLIO SETUP PHASE</b>   | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Approved Portfolio Setup  | PER APPLICANT                 | \$ 13,150.00             |
|   |                               |                          |
| <b>5. CONSTRUCTION<br/>MANAGEMENT AND PROJECT<br/>MONITORING PHASE (HAP ONLY)</b> | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Project Costs per Approved Setup in<br>the GLO System                             | PER APPLICANT                 | \$ 1,900.00              |
| Initial Inspection ( <b>BENCHMARK 1</b> )<br>(Project Delivery Cost)              | PER APPLICANT                 | \$ 395.00                |
| Progress Inspection (Project Delivery<br>Cost)                                    | PER APPLICANT                 | \$ 525.00                |
| Final Inspection (Project Delivery<br>Cost)                                       | PER APPLICANT                 | \$ 550.00                |
| TREC Inspection ( <b>BENCHMARK<br/>2</b> ) (Project Delivery Cost)                | PER APPLICANT                 | \$ 550.00                |
|   |                               |                          |
| <b>6. CLOSEOUT PHASE</b>  | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |

|  |                 |                        |
|--|-----------------|------------------------|
| Closeout Costs   | <b>LUMP SUM</b> | <b>\$ 1,115,000.00</b> |
|  |                 |                        |
| <b>Total Lump-Sum Amounts (Phases 1, 2, 3, and 6)</b>  |                 | <b>\$ 2,540,000.00</b> |
| <b>Total Per Approved HAP Application and HRP Disbursement or Service Amounts (Phases 4 and 5)</b> |                 | <b>\$ 6,560,000.00</b> |
| <b>Total Contract Budget</b>   |                 | <b>\$ 9,100,000.00</b> |

- 1 Phase 1 funds will be disbursed in one lump sum payment following the GLO's approval of all Phase 1 Deliverables.
- 2 Phase 2 funds will be disbursed in one lump sum payment following the GLO's approval of all Phase 2 Deliverables.
- 3 Phase 3 funds will be disbursed in four sums once each of the following milestones are met:
  - 10% upon submittal of first 100 applicants to the GLO for approval under Phase 4;
  - 10% upon start of construction of the first HAP unit;
  - 10% upon GLO's approval to award \$1,500,000 of program funds for Region 2 households approved under Phase 4, and
  - Remaining funds upon the end of application intake, on or about April 1, 2022, and only at the GLO's discretion.
- 4 Provider may invoice incurred costs monthly. The funding allocation for Phases 4 and 5 is subject to the Contract NTE. The per-applicant price contemplates and includes loaded rates to cover any expenses associated with applicant withdrawals and drop-outs. Provider shall be compensated only for applicants that are approved for construction.
- 5 Phase 4 HRP disbursement costs may be invoiced and funds may be disbursed following the disbursement of program funds to applicable qualified applicant(s). The per-disbursement prices contemplate and include loaded rates to cover any expenses associated with applicant withdrawals and nonqualified applicants. Provider shall be compensated only for applicants that are approved for reimbursement.
- 6 Phase 4 Property Eligibility Compliance items will be performed on an as-needed basis. The Parties have agreed that Provider will determine eligibility and then execute only those services from the list above that are necessary to maintain HUD compliance for that property. Provider shall be compensated for all services performed in Phase 4: Property Eligibility Compliance, regardless of whether such services cause an applicant to become ineligible for the program and whether an applicant obtains a reimbursement.
- 7 Provider may submit invoices for Task 5 and the Initial Inspection fee upon successful completion of the Initial Inspection.
- 8 Provider may submit Phase 5 invoices for the 50% Inspection, Final Inspection, and TREC Inspection fees upon successful completion of the TREC Inspection, as applicable based on services rendered.

The terms of all SOPs shall be negotiated with and approved by the GLO prior to the commencement of work. Submission of any SOP shall be made in writing to Molly Keller at [molly.keller.glo@recovery.texas.gov](mailto:molly.keller.glo@recovery.texas.gov) and must be approved by the Project Managers in writing, prior to its incorporation. The SOP may be updated as needed or as requested by the GLO but shall be submitted for approval in its revised form in its entirety. The GLO may request other services that are not contained herein or in the SOP but are related to the scope of work described herein for time and materials or lump-sum costs, as limited by the NTE amount.

## **INVOICES AND/OR DRAW REQUESTS**

Funds under this Contract shall be disbursed to Provider in accordance with the terms herein and the SOP, when developed. The GLO shall ensure that all Deliverables, duties, and/or responsibilities, as outlined and scheduled in this Contract and the SOP, are completed in conformance with the terms of the Contract prior to disbursement of funds. No more than once a month, Provider, in accordance with Article III of the Contract, shall submit to the GLO an invoice, the total sum of which shall include pending reimbursement amounts due for applications approved by the GLO; however, additional procedures may be adopted at the GLO's request for draw requests. In addition to a draw request detailing the Work performed, the GLO may request documentation proving completion of the applicable Deliverables, duties, and/or responsibilities.

HRP fund disbursement by Provider to approved applicants shall occur within five (5) days of receipt of approved reimbursement funds from the GLO.

All reports, Deliverables, and other critical documentation outlined in this Contract must be timely submitted via e-mail to the GLO Project Managers: Molly Keller at [molly.keller.glo@recovery.texas.gov](mailto:molly.keller.glo@recovery.texas.gov) and Jennifer Molinari at [jennifer.molinari.glo@recovery.texas.gov](mailto:jennifer.molinari.glo@recovery.texas.gov). Any changes to these contacts or procedures shall be adopted in the SOP for this Contract or made in writing by the GLO to Provider.

## **LIQUIDATED DAMAGES**

Liquidated damages shall be assessed for failure to complete any Phase 1, Phase 2, or Phase 3 Deliverables, report, SOP, duty, or responsibility at a rate of 0.5% of the costs associated with said phase per day that the Deliverable, report, SOP, duty, or responsibility is past due. The GLO may assess liquidated damages under Phase 4 at a rate of \$100 per day past due when an individual applicant portfolio set-up and approval exceeds any deadlines outlined in Scope of Services for Phase 4 and Provider cannot show good cause for the delay or the cause for delay is within Provider's control. The GLO shall assess liquidated damages under Phase 5 for HAP at a rate of \$100 per day past due per home for failure to complete the Final Inspection and TREC Inspection within 7 days of construction completion.

If Provider fails to carry this contract to closeout within the allotted budget, liquidated damages against Provider will be assessed at \$250,000.00 plus an amount sufficient to cover the processing of any remaining applications at a cost of \$700 per application (up to a total of 10,000 program applications).

**ASSURANCES – NON-CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0007  
Expiration Date: 02/28/2022

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 (0348-0040), 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 awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

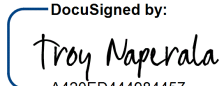
As the duly authorized representative of the applicant, I certify that the applicant:

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 the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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 non-discrimination 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.

7. 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.
8. Will comply, as applicable, 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.

9. 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.
10. Will comply, if applicable, 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.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. 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<br> | TITLE<br><br>Vice President, USWest Water |
| APPLICANT ORGANIZATION<br>AECOM Technical Services, Inc.   | DATE SUBMITTED<br><br>2/2/2021            |



**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\***

*Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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.

*Statement for Loan Guarantees and Loan Insurance:*

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

**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

AECOM Technical Services, Inc.

21-064-002-C858

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Troy Naperala

Vice President, USWest Water

SIGNATURE

DocuSigned by:

Troy Naperala

A420EB444984457...

DATE

2/2/2021

\* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

**Disclosure of Lobbying Activities**

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

OMB Number: 4040-0013

Expiration Date: 02/28/2022

(See reverse for public burden disclosure)

|   |   |  |
|---|---|--|
| <b>1. *Type of Federal Action:</b><br>_____ a. contract<br>_____ b. grant<br>_____ c. cooperative agreement<br>_____ d. loan<br>_____ e. loan guarantee<br>_____ f. loan insurance  | <b>2. *Status of Federal Action:</b><br>_____ a. bid/offer/application<br>_____ b. initial award<br>_____ c. post-award                   | <b>3. *Report Type:</b><br>_____ a. initial filing<br>_____ b. material change |
| <b>4. Name and Address of Reporting Entity:</b><br>_____ Prime      _____ Subawardee<br>Name: _____<br>Street 1: _____<br>Street 2: _____<br>City: _____ State: _____ Zip: _____<br><b>Congressional District, if known:</b>  | <b>5. If Reporting Entity in No. 4 is Subawardee,</b><br>Enter Name and Address of Prime:<br><br><b>Congressional District, if known:</b> |  |
| <b>6. Federal Department/Agency:</b>  | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____  |  |
| <b>8. Federal Action Number, if known:</b>  | <b>9. Award Amount, if known:</b><br>\$ _____   |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i>   | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i>     |  |
| <b>11. 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 reported to the Congress semi-annually and 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.</b> | <b>Signature:</b> _____<br><b>Print Name:</b> _____<br><b>Title:</b> _____<br><b>Telephone No.:</b> _____ <b>Date:</b> _____              |  |
| <b>Federal Use Only</b>   | <b>Authorized for Local Reproduction</b><br><b>Standard Form - LLL (Rev. 7-97)</b>  |  |

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 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 (4040-0013), Washington, DC 20503.

**General Affirmations**

To the extent they apply, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.
2. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the 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.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Provider owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, regardless of when the debt or delinquency arises.
8. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.
  - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or

settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
14. Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date

of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this 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. This Section does not prohibit Provider from providing free technical assistance.
18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER

FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE



GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. 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. The 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 paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance

with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes 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. Provider shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Provider agrees that the Contract can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Provider certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

### 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 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;

Supplemental Appropriations for Disaster Relief Act, 2018 (Public Law 115-254);

Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20);

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;

State of Texas CDBG-DR Action Plan: 2018 South Texas Floods, as approved by HUD on October 15, 2020, as amended; and

State of Texas CDBG-DR Action Plan: 2019 Disasters, as approved by HUD on October 15, 2020, 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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## **GLO Information Security Appendix for Vendors**

### **1. Definitions**

“[Breach of Security](#)” or “[Breach](#)” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to individuals, that Provider obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO data does not include other information that is lawfully made available to the Provider through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies, links, relates, or is unique to, or describes an individual, as defined at Tex. Bus. & Com. Code § 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” includes information that is not available elsewhere or may harm an individual by being made available as categorized in Tex. Bus. & Com. Code § 521.002(a)(2). SPI does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

### **2. Security and Privacy Compliance**

- 2.1. Provider shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Provider will legally bind any Subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Provider shall ensure that the requirements stated herein are imposed on any Subcontractor of Provider’s Subcontractor(s).



- 2.5. Provider will not share PII or SPI Data with any third parties, except as necessary for Provider's performance under the Contract.
- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or Subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII and/or SPI on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Provider or any Subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

### **3. Data Ownership and Return of Data**

- 3.1. The GLO shall retain full ownership of all GLO data, which includes PII and/or SPI, disclosed to Provider or to which the Provider otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO data, in any form, provided to Provider ceases to be necessary for Provider's performance under the Contract, Provider shall within fourteen (14) days thereafter securely return such GLO data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Provider's possession or control and certify to the GLO that such tasks have been completed. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data.

### **4. Data Mining**

- 4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract or any document related thereto.
- 4.2. Provider agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

### **5. Breach of Security**

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible upon discovery of

the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

- 5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without obtaining GLO's prior written consent.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

## **6. Right to Audit**

- 6.1. Upon the GLO's request and to confirm Provider's compliance with this Attachment, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's Subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- 6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.

## REQUIRED INSURANCE

Generally. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the term of this Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in the Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring this Contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO

alternative methods of insuring this Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

### INSURANCE COVERAGE REQUIRED

1. Workers Compensation & Employers Liability:

Provider must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits

Employers Liability: Each Accident \$1,000,000

Disease - Each Employee \$1,000,000

Disease - Policy Limit \$1,000,000

This website (coverage starts with 406 of the Labor code) addresses what Texas requires of Workers Compensation: <http://www.tdi.texas.gov/wc/act/index.html>.

2. Commercial General Liability: Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: \$1,000,000

Aggregate limit: \$2,000,000

Medical Expense each person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000

Products / Completed Operations Aggregate Limit: \$2,000,000

Damage to Premises Rented to You: \$50,000

3. Commercial Automobile Liability: Coverage of \$1,000,000 Combined Single Limit

4. Errors and Omissions – coverage of \$1,000,000 per occurrence

**NOTE:** Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted to [insurance@glo.texas.gov](mailto:insurance@glo.texas.gov);
- (b) **prominently display "GLO Contract No. 21-064-002-C858"**; and
- (c) name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

**REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE**

Contract No. \*\*\*\*\*

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |   |                               |  |                 |        |
|----------|---|-------------------------------|--|-----------------|--------|
| PRODUCER | <div style="border: 2px solid red; padding: 5px; display: inline-block;">Required form of Insurance</div> | CONTACT NAME:                 |  | FAX (A/C, No):  |        |
|          |   | PHONE (A/C, No, Ext):         |  | E-MAIL ADDRESS: |        |
| INSURED  |   | INSURER(S) AFFORDING COVERAGE |  |                 | NAIC # |
|          |   | INSURER A:                    |  |                 |        |
|          |   | INSURER B:                    |  |                 |        |
|          |   | INSURER C:                    |  |                 |        |
|          |   | INSURER D:                    |  |                 |        |
|          |   | INSURER E:                    |  |                 |        |
|          |   | INSURER F:                    |  |                 |        |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
|          | <b>GENERAL LIABILITY</b>  |           |          |               |                         |                         | EACH OCCURRENCE \$  |
|          | COMMERCIAL GENERAL LIABILITY  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                                |
|          | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>   |           |          |               |                         |                         | MED EXP (Any one person) \$   |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY \$  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | GENERAL AGGREGATE \$  |
|          | POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$   |
|          |   |           |          |               |                         |                         | \$  |
|          | <b>AUTOMOBILE LIABILITY</b>   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                      |
|          | ANY AUTO  |           |          |               |                         |                         | BODILY INJURY (Per person) \$   |
|          | ALL OWNED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per accident) \$   |
|          | HIRED AUTOS   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          |   |           |          |               |                         |                         | \$  |
|          | <b>UMBRELLA LIAB</b>  |           |          |               |                         |                         | EACH OCCURRENCE \$  |
|          | EXCESS LIAB   |           |          |               |                         |                         | AGGREGATE \$  |
|          | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>  |           |          |               |                         |                         | \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |           |          |               |                         |                         | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A <input type="checkbox"/> |           |          |               |                         |                         | E.L. EACH ACCIDENT \$   |
|          | (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$   |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

### TEMPORARY RELOCATION ASSISTANCE SERVICES

Provider will provide Temporary Relocation Assistance (“TRA”) services outlined herein to certain homeowners who receive rehabilitation or reconstruction assistance under HAP administered by the GLO and must vacate their home during the construction process, and who document, via a written statement or in a communication log, that they are unable to incur temporary relocation costs financially. These TRA services are necessary to ensure compliance with GLO’s State Action Plan, Housing Guidelines, and other critical documents and to remove barriers to program participation.

The following terms and conditions apply to the provision of TRA services to HAP participants:

1. Provider is responsible for performing all tasks associated with the provision of TRA services, including, but not limited to, the rental of temporary housing and storage units and payment of moving expenses for eligible program participants.
2. The amount of TRA funding expended per participant household must fall within the cap in the Housing Guidelines, which is currently set at \$6,000, and must be spent within 120 days of the date a participant or participant’s personal property is first relocated to a temporary residence or storage facility.
3. When a HAP participant is identified as needing TRA, Provider will collect documentation establishing the participant’s eligibility.
4. Provider will assess each TRA request and determine whether the requested assistance amount is reasonable and necessary before approving the request.
  - a. TRA applicants will identify and obtain quotes from three service providers, with assistance from Provider as needed. Applicants will indicate their selection from among the three quotes; Provider will approve an applicant’s selection automatically as long as the quoted price no more than 15% more than the lowest quote provided.
  - b. If a TRA applicant’s preferred option is not priced within 15% of the lowest quote, then Provider must request and receive prior written GLO approval before approving the selection.
5. If a HAP participant requests, and is approved for, TRA prior to the issuance of the construction Notice to Proceed date for the participant’s HAP project, Provider will notify the assigned builder at the Pre-Construction Conference when an applicant is utilizing TRA funds. Provider will include the approved amount of TRA on GLO Form 11.17 and will submit to the GLO the quotes obtained by the applicant along with GLO Form 11.17. If an applicant requests, and is approved for, TRA services after the construction Notice to Proceed date for the HAP project, Provider must approve a change order to add the approved TRA amount to the HAP project budget included in GLO Form 11.17.

6. Provider will pay all TRA costs directly to the service provider(s) using Provider's methods of payment and then submit receipts to the GLO to obtain reimbursement. Only charges incurred to pay service provider(s) will be reimbursed; other costs to provide TRA, such as Provider's internal costs, are not eligible for reimbursement. Under no circumstances will TRA funds be provided directly to a HAP participant household.
7. TRA costs incurred by Provider are not subject to the Contract NTE amount for Housing Implementation Services.



## AMENDMENT NO. 1 TO GLO CONTRACT NO. 21-064-002-C858

**THE GENERAL LAND OFFICE** (the “GLO”) and **AECOM TECHNICAL SERVICES, INC.** (“Provider”), each a “Party” and collectively “the Parties” to GLO Contract No. 21-064-002-C858 (the “Contract”), desire to amend the Contract.

**WHEREAS**, the Parties desire to delete and replace the Nonexclusive List of Applicable Laws, Rules, and Regulations;

**WHEREAS**, the Parties desire to revise or replace certain language in the Contract to correct certain administrative errors; and

**WHEREAS**, these revisions will result in no additional encumbrance of Contract funds.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **SUBSECTION (a)** under **SECTION 5.01** of the Contract is deleted in its entirety and replaced with the following:

“(a) Funding for this Contract is appropriated by Congress under the acts listed in the table below and allocated to the State of Texas by HUD for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301, *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major disaster that occurred in 2018 or 2019, in accordance with Executive Order 12892 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

| Congressional Act   | Federal Award Identification Number (FAIN) |
|---|--|
| Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20), enacted on June 6, 2019 | B-19-DF-48-0001                            |

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead



administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for noncompliance.”


2. **ATTACHMENT D** to the Contract, **Nonexclusive List of Applicable Laws, Rules, and Regulations**, is deleted in its entirety and replaced with the **Revised Nonexclusive List of Applicable Laws, Rules, and Regulations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT D-1**.
3. This Amendment shall be effective upon the date of the last signature.
4. The terms and conditions of the Contract not amended herein shall remain in force and effect.

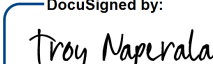
**SIGNATURE PAGE FOLLOWS**

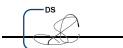
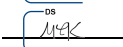
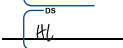
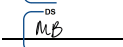
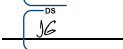
**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO  
GLO CONTRACT NO. 21-064-002-C858**

**GENERAL LAND OFFICE**

**AECOM TECHNICAL SERVICES, INC.**

DocuSigned by:  
  
7C299F4374E7497...  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner  
Date of execution: 5/11/2021

DocuSigned by:  
  
A420ED41490A57...  
Name: Troy Naperala  
Title: Vice President, USwest water  
Date of execution: 5/5/2021

OGC   
PM   
SDD   
DGC   
GC 

**ATTACHED TO THIS AMENDMENT:**

**ATTACHMENT D-1** – Revised Nonexclusive List of Applicable Laws, Rules, and Regulations

### **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 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;

Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20);

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;

State of Texas CDBG-DR Action Plan: 2018 South Texas Floods, as approved by HUD on October 15, 2020, as amended; and

State of Texas CDBG-DR Action Plan: 2019 Disasters, as approved by HUD on October 15, 2020, 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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## **AMENDMENT NO. 2 TO GLO CONTRACT NO. 21-064-002-C858**

**THE GENERAL LAND OFFICE** (the “GLO”) and **AECOM TECHNICAL SERVICES, INC.** (“Provider”), each a “Party” and collectively “the Parties” to GLO Contract No. 21-064-002-C858 (the “Contract”), desire to amend the Contract.

**WHEREAS**, the Parties desire to extend the term of the Contract; and

**WHEREAS**, the Parties desire to revise the Contract and the Scope of Services and Budget to reflect the addition of funds to the Project, adjustments to the Project scope, and to add or update required language and funding sources; and

**WHEREAS**, the Parties desire to revise the Federal Assurances and Certifications, General Affirmations, and Revised Nonexclusive List of Applicable Laws, Rules, and Regulations to reflect updated terms;

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **SECTION 1.01** of the Contract is amended to add the following definitions:

““[CDBG-MIT](#)” means the Community Development Block Grant Mitigation program administered by HUD, in cooperation with the GLO.

“[HOS](#)” means the Housing Oversubscription Supplemental program, which supplies CDBG-MIT funds to the oversubscribed CDBG-DR 2019 Disasters HAP program.”

2. The “Action Plan” definition in **SECTION 1.01** of the Contract is deleted and replaced with the following:

““[Action Plan](#)” means a State of Texas plan submitted to and approved by HUD outlining the proposed activities to be funded by one or more CDBG-DR or CDBG-MIT allocations from the U.S. Department of Housing and Urban Development. Action Plans are available on the GLO’s disaster recovery website at <https://recovery.texas.gov/action-plans/index.html>.”

3. The “CDR” definition in **SECTION 1.01** of the Contract is deleted and replaced with the following:

““[CDR](#)” means the Community Development and Revitalization division of the GLO, responsible for administering on behalf of the GLO all allocated CDBG-DR and CDBG-MIT funds.”

4. The “HAP” definition in **SECTION 1.01** of the Contract is deleted and replaced with the following:

““HAP” means the Homeowner Assistance Program. Any reference to HAP includes HAP under the CDBG-MIT HOS program.”

5. The “Task” definition in **SECTION 1.01** of the Contract is deleted and replaced with the following:

““Task” means a defined work or service eligible to be accomplished using CDBG-DR or CDBG-MIT funds.”

6. The “Technical Guidance Letter” definition in **SECTION 1.01** of the Contract is deleted and replaced with the following:

““Technical Guidance Letter,” or “TGL,” means an instruction, clarification, or interpretation of this Contract’s or the CDBG-DR or CDBG-MIT program’s requirements that is issued by the GLO and provided to Provider, applicable to specific subject matter, and to which Provider shall be subject as of a specific date. A TGL will be effective upon written approval of the terms from Provider, not to be unreasonably delayed or withheld.”

7. **SECTION 1.03(b)** of the Contract is deleted in its entirety and replaced with the following:

“(b) The Project shall be performed in compliance with this Contract and all Attachments, Amendments, and Technical Guidance Letters; the Solicitation; the Solicitation Response; and all applicable federal, state, and local laws, ordinances, and regulations (including the C.F.R., HUD requirements, and CDBG-DR and CDBG-MIT rules and regulations).”

8. **SECTION 1.04** of the Contract is deleted in its entirety and replaced with the following:

**“1.04 REPORTING REQUIREMENTS**

Provider shall timely submit all reports and documentation as may be required by the GLO to the Project Managers, Trey Neufeld ([trey.neufeld.glo@recovery.texas.gov](mailto:trey.neufeld.glo@recovery.texas.gov)) and Benjamin Parry ([benjamin.parry.glo@recovery.texas.gov](mailto:benjamin.parry.glo@recovery.texas.gov)), in a format agreed upon between the Parties.”

9. **SECTION 2.01(a)** of the Contract is amended to reflect a termination date of **February 28, 2025**.

10. **SECTION 3.01** of the Contract is amended by adding funding in the amount of **\$2,014,000.00** for a total amount not to exceed **\$11,114,000.00** for the duration of this Contract.

11. **SECTION 5.01** of the Contract is deleted in its entirety and replaced with the following:

**“5.01 FEDERAL FUNDING**

(a) Funding for this Contract is appropriated by the Congress of the United States under the acts listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially-declared major disaster areas, as defined in Title



IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

| Congressional Act   | Federal Award Identification Number (FAIN) |
|---|--|
| Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i> ) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 | B-18-DP-48-0002                            |
| Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20), enacted June 6, 2019, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i> ) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major disaster that occurred in 2018 or 2019   | B-19-DF-48-0001                            |

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR and CDBG-MIT Programs, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Provider must have an assigned Unique Entity Identifier (UEID). Provider must report its UEID to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Provider is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**”

12. **SECTION 7.03** of the Contract is deleted in its entirety and replaced with the following:

**“7.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the applicable State of Texas CDBG-DR or CDBG-MIT program, in accordance with federal regulations. **The GLO will notify Provider of the dates upon which local records may be destroyed, and Provider shall retain all records related to this Contract until the destruction date determined by the GLO.**”


13. **ATTACHMENT A** to the Contract, **Scope of Services and Budget**, is deleted in its entirety and replaced with the **Revised Scope of Services and Budget**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.
14. **ATTACHMENT B** to the Contract, **Federal Assurances and Certifications**, is deleted in its entirety and replaced with the **Revised Federal Assurances and Certifications**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT B-1**.
15. **ATTACHMENT C** to the Contract, **General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-1**.
16. **ATTACHMENT D-1** to the Contract, **Revised Nonexclusive List of Applicable Laws, Rules, and Regulations**, is deleted in its entirety and replaced with the **Revised Nonexclusive List of Applicable Laws, Rules, and Regulations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT D-2**.
17. This Amendment shall be effective upon the earlier of the date of the last signature or February 28, 2024.
18. The terms and conditions of the Contract not amended herein shall remain in force and effect.


**SIGNATURE PAGE FOLLOWS**







**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO  
GLO CONTRACT No. 21-064-002-C858**

**GENERAL LAND OFFICE**

**AECOM TECHNICAL SERVICES, INC.**

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Mark A. Havens  
Chief Clerk  
Date of execution: 2/1/2024

DocuSigned by:  
  
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Joanna Redmond  
Name: Joanna Redmond  
Title: Vice President, Disaster Recovery  
Date of execution: 1/31/2024

OGC   
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GC   
DLC 

**ATTACHED TO THIS AMENDMENT:**

**ATTACHMENT A-1** – Revised Scope of Services and Budget

**ATTACHMENT B-1** – Revised Federal Assurances and Certifications

**ATTACHMENT C-1** – Revised General Affirmations

**ATTACHMENT D-2** – Revised Nonexclusive List of Applicable Laws, Rules, and Regulations

## **OVERVIEW**

At the discretion of the GLO, Provider shall provide administrative and implementation services for the CDBG-DR HAP and HRP programs in Chambers, Liberty, San Jacinto, Harris, Montgomery, Jefferson, and Orange Counties (the “Region”). The services shall be performed consistent with the six (6) program phases described below:

- 1) Phase 1: Program Initiation;
- 2) Phase 2: Program Design;
- 3) Phase 3: Program Outreach;
- 4) Phase 4: Applicant Portfolio Setup;
- 5) Phase 5: Construction Management and Project Monitoring (for HAP only); and
- 6) Phase 6: Closeout.

Additionally, the completion of special conditions may be required, at the request of the GLO, on an ongoing basis and in conjunction with any of the Phases listed above.

Provider must perform the following Tasks for each phase in coordination with the GLO and its partners, the COGs, and local officials. Provider understands that the GLO may require repayment of any funds paid by the GLO to Provider for expenses that are not eligible for reimbursement under federal rules, regulations, or the execution of the phases below.

## **SCOPE OF WORK**

### **PHASE 1: PROGRAM INITIATION**

Provider shall complete Phase 1 of the Project no later than 75 days after the effective date of the Contract. Provider shall complete, at a minimum, the following Phase 1 Tasks.

- A. Mobilize a team to perform recovery services;
- B. Set up offices at affected locations that are easily accessible by applicants, e.g. near bus routes, in the center of the affected area, near city offices, or in other locations to be discussed by the GLO (more than one office location may be required/proposed);
- C. Arrange staff to manage each office location in person during established business hours;
- D. Provide to the GLO a list of Provider’s staff, including proposed job titles, official job site locations, and the identification of applicant coordinators;
- E. Establish written procedures for the assignment to each applicant coordinator of a reasonable amount of applicant cases in order to timely manage each applicant’s recovery;
- F. Provide information assisting the Region’s communities in providing necessary notice(s) and required documents to the GLO and COGs for website and/or public posting;
- G. Conduct local community outreach with GLO-provided documentation including, but not limited to, sign-in sheets and agendas for each meeting;
- H. Coordinate with COG staff and local elected officials prior to completion of needs assessments;

- I. Coordinate with housing counselors to develop an approved HUD Affirmative Fair Housing Marketing Plan; and
- J. Perform any other duties necessary to complete Phase 1 Tasks.

## **PHASE 2: PROGRAM DESIGN**

Provider shall complete Phase 2 of the Project no later than 75 days after the effective date of the Contract. Provider shall complete, at a minimum, the following Phase 2 Tasks.

- A. Within 21 days of Contract execution, develop policy manuals and Provider's Standard Operating Procedures (the "SOP"), based on the GLO Housing Guidelines, outlining and defining all Deliverables, duties, and/or responsibilities due under the Project and including process workflows and diagrams depicting the steps necessary to facilitate the completion of each process. The SOP is a working document and may be revised as needed by mutual consent of the Parties throughout the term of this Contract. The SOP shall include, without limitation, the following:
  - 1. Set up sound financial procedures for payment processing to include proper disbursement of funds, draw review(s), and completeness;
  - 2. Establish procedures to ensure that all housing program data managed locally is transferable to and recorded in the GLO's System of Record;
  - 3. Establish procedures to ensure data integrity and security, including procedures for the use of the GLO's System of Record;
  - 4. Establish mechanisms to manage calls to and from applicants during established business hours;
  - 5. Create call-intake processes and procedures;
  - 6. Create applicant eligibility procedures and processes to meet the program requirements outlined in the GLO Housing Guidelines or updated requirements as published by the GLO;
  - 7. Create construction oversight procedures; and
  - 8. Create procedures for inspections of previous repairs, inspections of unmet needs, and damage assessments to evaluate applicant recovery needs.
- B. Coordinate with COGs to develop needs assessments for the Region based on FEMA damage data, damage geography, regional income, floodplain data, regional needs, and other applicable data and submit the assessments to the GLO for approval within 60 days of Contract execution;
- C. Develop housing guidelines for the Region, using the Housing Guidelines as the basis, and submit them to the GLO for approval within 60 days of Contract execution;
- D. Obtain necessary citizen participation for needs assessments and the Region's housing guidelines prior to submission for GLO approval;
- E. Publish the Region's Housing Guidelines and documents on the GLO and applicable COG website(s);

- F. Create an approved HUD Affirmative Fair Housing Marketing Plan, a monthly outreach target (based on the needs assessment), and correlating outreach forms for GLO approval;
  - 1. Must be submitted for GLO approval within 65 days of Contract execution; and
  - 2. May not be submitted to the GLO for approval prior to the completion of the needs assessment and the Region's Housing Guidelines;
- G. Provide technical assistance, guidance, training, and correlating documents to relevant parties, as required by the GLO;
- H. Participate in kick-off meeting(s) with the GLO and its contractors to discuss program requirements;
- I. Develop program applicant complaint and appeal procedures for GLO approval;
- J. Review program plans and specifications from builders for GLO construction standards compliance and the Region's needs; and
- K. Perform any other duties necessary to complete Phase 2 Tasks.

### **PHASE 3: PROGRAM OUTREACH**

Provider shall begin Phase 3 of the Project no later than 76 days after the effective date of the Contract and must complete all Phase 3 Tasks before beginning the pre-program closeout Tasks in Phase 6. Provider shall complete, at a minimum, the following Phase 3 Tasks.

- A. Perform outreach to affected populations using the approved HUD Affirmative Fair Housing Marketing Plan prepared in Phase 1, Task I, in accordance with the monthly outreach target determined under Phase 2, Task F, above. To complete Task A of Phase 3, Provider shall do the following:
  - 1. Provide outreach packets and forms to affected homeowners as approved by the GLO; and
  - 2. Utilize data from multiple databases as available, including FEMA, Small Business Administration, insurance premiums, and waiting lists, as necessary to conduct outreach.
- B. Coordinate with HUD-certified housing counseling organizations and provide documentation of meetings, referral of applicants, and/or other services that may be provided;
- C. Provide monthly reports to the GLO detailing outreach accomplishments, applicant status, and demographic information;
- D. Gather sufficient program applications to satisfy necessary recovery efforts outlined in the Region's needs assessment;
- E. Maintain records that capture the reasons why applicants withdraw from the programs or are deemed ineligible for assistance;
- F. Adjust outreach measures to address applicant shortages and to accomplish the needs assessment ratios;
- G. Conduct additional outreach and marketing as necessary to satisfy the needs assessment;

- H. Provide housing options at outreach, to include housing models and home square-foot sizes;
- I. Maintain specified applicant thresholds, as dictated in the Action Plan, for HUD MID and GLO-identified State MID areas; and
- J. Perform any other duties necessary to complete Phase 3 Tasks.

#### **PHASE 4: APPLICANT PORTFOLIO SETUP AND REIMBURSEMENT PROCESSING**

Provider must begin Phase 4 of the Project no later than 75 days after the effective date of the Contract and must complete all Phase 4 Tasks before beginning the pre-program closeout Tasks under Phase 6. Provider shall complete, at a minimum, the following Phase 4 Tasks.

Provider shall perform the following Tasks for HAP and HRP, as specified in the respective SOPs:

- A. Provide customer service for all aspects of the programs, with all customer-facing services functional prior to the start of community outreach efforts in order to provide adequate customer service;
- B. Utilize the GLO's System of Record for all applicant data entries and information and enter any non-digital applications into the system within five (5) business days of receipt;
- C. Create applicant files and documents for eligibility that capture all of the GLO's required applicant file data points in the GLO's System of Record;
- D. Perform case management in the established manner with each applicant at all phases of eligibility to ensure successful project setup, adjusting processes and procedures as necessary to address GLO guidance, fall-outs, and other applicant needs;
  - 1. The initial request for additional information to applicants regarding any missing information must occur within 10 calendar days of receipt of the application;
  - 2. Initial eligibility reviews for complete applications must be completed within 30 calendar days of application submission; and
  - 3. Applicants must be given at least 14 calendar days from a request for information to respond, during which time at least three documented attempts must be made to contact the applicant before their application may be removed from processing;
- E. Obtain necessary site-specific environmental clearance under the National Environmental Policy Act ("NEPA") and related environmental and historic preservation legislation and executive orders in accordance with broad/tiered review requirements;
- F. Evaluate all applicants with all eligibility criteria, including a site inspection to confirm repairs made by the applicant prior to application, an unmet needs inspection, and damage assessment procedures, to evaluate applicant recovery needs;
- G. Ensure applicants meet a national objective and all other CDBG-DR and CDBG-MIT requirements; and
- H. Perform any other duties necessary to complete Phase 4 Tasks.

Provider shall perform the following Tasks for HAP participants, as specified in the SOP:

- I. For each property, develop, on a GLO-specified form, a budget that complies with the program maximums specified in the Housing Guidelines and site-specific construction pricing, as specified in the SOP;
- J. Prepare and distribute complete construction document packages for each home to be repaired or replaced to pre-qualified builders;
- K. Utilize house plans and specifications approved by the GLO for final acceptance by the homeowner, as specified in the SOP;
- L. Work with the builders to develop scope write-ups for eligible homeowners using the GLO's work write-up form;
- M. Organize a pre-construction meeting with each HAP program participant and the assigned builder to discuss program requirements and expectations, utilizing the agenda developed in the SOP;
- N. Perform a program closing for individual projects in coordination with the homeowner's applicant coordinator and builder;
- O. Issue Notices to Proceed to the builders and the GLO in coordination with the GLO's established builder assignment method; and
- P. Ensure all program requirements and housing selections are discussed with the applicants, as outlined in the approved Housing Guidelines, applicants' promissory notes, and other program documents.

Provider shall perform the following Task for HRP participants, as specified in the SOP:

- Q. Disburse funds to qualified HRP applicants within ten (10) business days of receiving GLO approval of an application for reimbursement and receiving disbursement funds associated with such application from the GLO.

**PHASE 5: CONSTRUCTION MANAGEMENT AND PROJECT MONITORING (HAP ONLY)**

Provider shall begin Phase 5 of the Project no later than 75 days after the effective date of the Contract and must be complete all Phase 5 Tasks before beginning the pre-program closeout Tasks under Phase 6. Provider shall complete, at a minimum, the following Phase 5 Tasks.

- A. Conduct standardized weekly meetings to discuss the status of projects under construction and estimated timelines for grant completion with the GLO;
- B. Provide oversight of the builder pool utilized in rehabilitation, reconstruction, and new construction to ensure compliance with the GLO Housing Guidelines and the Region's housing guidelines;
- C. Monitor builder performance and report it to the GLO for consideration in the GLO's builder assignment method;
- D. Review construction draw packets and supporting documentation and either recommend, in writing, the draws to the GLO for approval or request corrections from the builders within 7 days of submission by the builders;



- E. Conduct site assessments to determine the project status, inspections, percentage complete, builder progress, quality assurance, and tentative completion schedule;
- F. Coordinate with the GLO and/or its builders to ensure all aspects of the program are effectively administered;
- G. Provide a written course of action for builders that fail to complete projects during the required construction time frames;
- H. Coordinate with applicant coordinators and applicants to ensure the construction of each home is completed as approved;
- I. Provide customer service to homeowners with warranty and punch list issues following completion of their homes until the Region's program closeout;
- J. Review change orders and supporting documentation within 7 days of submission from builders and either recommend them, in writing, to the GLO for approval or request corrections from the builders;
- K. Administer key hand-offs to program participants after construction is complete, ensuring all documentation is signed and the applicant file is complete; and
- L. Perform any other duties necessary to complete Phase 5 Tasks.

#### **PHASE 6: CLOSEOUT**

For HAP and HRP, Provider shall complete Phase 6 of the Project prior to program closeout. Provider shall complete, at a minimum, the following Phase 6 Tasks.

- A. Verify completion of all files within 30 days of retainage draw request;
- B. Prepare and audit applicant files for project closeout in the GLO's System of Record;
- C. Obtain program closeout approval from the GLO.

#### **SPECIAL CONDITIONS**

The completion of the following special conditions may be required, at the request of the GLO, on an ongoing basis and in conjunction with any Phase listed above. special conditions include, at a minimum, the following Tasks.

- A. Conduct work sessions with the GLO and applicable staff or stakeholders at GLO headquarters, via a telecommunications application, or within the Region, as necessary;
- B. Prepare status reports on the eligibility process and construction projects, including an evaluation of builder progress, quality, and capability;
- C. Establish deadlines and a schedule for the execution of all programs;
- D. Ensure compliance with the GLO's State Action Plans, Housing Guidelines, and other critical documents and facilitate optional relocation assistance to remove barriers to HAP participation as authorized in the Housing Guidelines. Relocation assistance funds for applicants are not subject to the not to exceed amount for the Contract.
- E. Ensure compliance with all federal, state, and local laws and regulations;
- F. Participate in any audits conducted on the CDBG-DR or CDBG- MIT program;

- G. Provide applicable data for HUD-reporting purposes;
- H. Document compliance with Section 3 standards and State HUB requirements in coordination with the GLO and/or the HAP builders;
- I. Provide program support, technical assistance, and responses as necessary during program audits;
- J. Receive approval from the GLO prior to release of any mass-produced outreach materials;
- K. Coordinate with the GLO prior to any communications with federal, state, or local elected officials and/or any associated staff;
- L. Develop and conduct a monitoring plan in consultation with the GLO and perform requirements described in the Homeowners Assistance and Reimbursement Programs Policy Manual;
- M. Ensure that duplication of benefits calculations are properly performed and documented;
- N. Participate in weekly in-person or teleconference meetings, as requested by the GLO;
- O. Provide weekly applicant status reports and near-real-time access to individual applicant status;
- P. Participate in monthly meetings regarding program status, significant issues, lessons learned, and items that need to be addressed, as requested by the GLO;
- Q. Provide monthly reports detailing program status, significant issues, lessons learned, and items that need to be addressed;
- R. Coordinate with GLO to ensure the successful integration of applicable program information into the GLO's System of Record, which may include use of a system that has the ability to import applicant information into the GLO's System of Record;
- S. Maintain application intake in every eligible county and additional locations, as required by GLO;
- T. Ensure all complaints and appeals are responded to in accordance with the GLO's Housing Guidelines;
- U. Submit to the GLO for approval a written list of all staff hires performing services under the Project; and
- V. Participate in additional meetings, provide additional reports, and perform any other duty deemed necessary to perform the Special Conditions.

The GLO maintains the right to make final applicant eligibility determinations and may require repayment of funds expended that are not reimbursable by HUD under CDBG-DR or CDBG-MIT.

### **BUDGET**

Notwithstanding HAP Public Services and relocation assistance and the HRP funds disbursed to qualified applicants, all duties associated with administering these programs shall be executed for an amount not to exceed \$11,144,000.00 (the "NTE amount"), in accordance with the fee schedule below. Lump-sum and per-applicant/per-disbursement costs associated with this contract are as follows:

|   |                               |                          |
|---|-------------------------------|--------------------------|
| <b>1. INITIATION PHASE</b>  | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Initiation  | LUMP SUM                      | \$ 350,000.00            |
|   |                               |                          |
| <b>2. PROGRAM DESIGN PHASE</b>  | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Program Design  | LUMP SUM                      | \$ 345,000.00            |
|   |                               |                          |
| <b>3. PROGRAM OUTREACH PHASE</b>  | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Program Outreach  | LUMP SUM                      | \$ 730,000.00            |
|   |                               |                          |
| <b>4. PORTFOLIO SETUP PHASE</b>   | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Approved Portfolio Setup  | PER APPLICANT                 | \$ 13,150.00             |
|   |                               |                          |
| <b>5. CONSTRUCTION<br/>MANAGEMENT AND PROJECT<br/>MONITORING PHASE (HAP ONLY)</b> | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Project Costs per Approved Setup in<br>the GLO System                             | PER APPLICANT                 | \$ 1,900.00              |
| Initial Inspection ( <b>BENCHMARK 1</b> )<br>(Project Delivery Cost)              | PER APPLICANT                 | \$ 395.00                |
| Progress Inspection (Project Delivery<br>Cost)                                    | PER APPLICANT                 | \$ 525.00                |
| Final Inspection (Project Delivery<br>Cost)                                       | PER APPLICANT                 | \$ 550.00                |
| TREC Inspection ( <b>BENCHMARK<br/>2</b> ) (Project Delivery Cost)                | PER APPLICANT                 | \$ 550.00                |
|   |                               |                          |
| <b>6. CLOSEOUT PHASE</b>  | <b><u>UNIT OF MEASURE</u></b> | <b><u>UNIT PRICE</u></b> |
| Closeout Costs  | LUMP SUM                      | \$ 1,115,000.00          |

|  |                         |
|--|-------------------------|
|  |                         |
| <b>Total Lump-Sum Amounts (Phases 1, 2, 3, and 6)</b>  | <b>\$ 2,540,000.00</b>  |
| <b>Total Per Approved HAP Application and HRP Disbursement or Service Amounts (Phases 4 and 5)</b> | <b>\$ 8,604,000.00</b>  |
| <b>Total Contract Budget</b>   | <b>\$ 11,114,000.00</b> |

- 1 Phase 1 funds will be disbursed in one lump sum payment following the GLO's approval of all Phase 1 Deliverables.
- 2 Phase 2 funds will be disbursed in one lump sum payment following the GLO's approval of all Phase 2 Deliverables.
- 3 Phase 3 funds will be disbursed in four sums once each of the following milestones are met:
  - 10% upon submittal of first 100 applicants to the GLO for approval under Phase 4;
  - 10% upon start of construction of the first HAP unit;
  - 10% upon GLO's approval to award \$1,500,000 of program funds for Region households approved under Phase 4, and
  - Remaining funds upon the end of application intake and only at the GLO's discretion.
- 4 Provider may invoice incurred costs monthly. The funding allocation for Phases 4 and 5 is subject to the Contract NTE. The per-applicant price contemplates and includes loaded rates to cover any expenses associated with applicant withdrawals and drop-outs. Provider shall be compensated only for applicants that are approved for construction.
- 5 Phase 4 HRP disbursement costs may be invoiced and funds may be disbursed following the disbursement of program funds to applicable qualified applicant(s). The per-disbursement prices contemplate and include loaded rates to cover any expenses associated with applicant withdrawals and nonqualified applicants. Provider shall be compensated only for applicants that are approved for reimbursement.
- 6 Phase 4 Property Eligibility Compliance items will be performed on an as-needed basis. The Parties have agreed that Provider will determine eligibility and then execute only those services from the list above that are necessary to maintain HUD compliance for that property. Provider shall be compensated for all services performed in Phase 4: Property Eligibility Compliance, regardless of whether such services cause an applicant to become ineligible for the program and whether an applicant obtains a reimbursement.
- 7 Provider may submit invoices for Task 5 and the Initial Inspection fee upon successful completion of the Initial Inspection.
- 8 Provider may submit Phase 5 invoices for the 50% Inspection, Final Inspection, and TREC Inspection fees upon successful completion of the TREC Inspection, as applicable based on services rendered.

The terms of all SOPs shall be negotiated with and approved by the GLO prior to the commencement of work. Submission of any SOP shall be made in writing to Trey Neufeld at [trey.neufeld.glo@recovery.texas.gov](mailto:trey.neufeld.glo@recovery.texas.gov) and must be approved by the Project Managers in writing, prior to its incorporation. The SOP may be updated as needed or as requested by the GLO but shall be submitted for approval in its revised form in its entirety. The GLO may request other services that are not contained herein or in the SOP but are related to the scope of work described herein for time and materials or lump-sum costs, as limited by the NTE amount.

#### INVOICES AND/OR DRAW REQUESTS

Funds under this Contract shall be disbursed to Provider in accordance with the terms herein and the SOP, when developed. The GLO shall ensure that all Deliverables, duties, and/or responsibilities, as outlined and scheduled in this Contract and the SOP, are completed in conformance with the terms of the Contract prior to disbursement of funds. No more than once a month, Provider, in accordance with Article III of the Contract, shall submit to the GLO an invoice, the total sum of which shall include pending reimbursement amounts due for applications approved

by the GLO; however, additional procedures may be adopted at the GLO's request for draw requests. In addition to a draw request detailing the Work performed, the GLO may request documentation proving completion of the applicable Deliverables, duties, and/or responsibilities.

HRP fund disbursement by Provider to approved applicants shall occur within ten (10) days of receipt of approved reimbursement funds from the GLO.

All reports, Deliverables, and other critical documentation outlined in this Contract must be timely submitted via e-mail to the GLO Project Managers: Trey Neufeld at [trey.neufeld.glo@recovery.texas.gov](mailto:trey.neufeld.glo@recovery.texas.gov) and Benjamin Parry at [benjamin.parry.glo@recovery.texas.gov](mailto:benjamin.parry.glo@recovery.texas.gov). Any changes to these contacts or procedures shall be adopted in the SOP for this Contract or made in writing by the GLO to Provider.

### **LIQUIDATED DAMAGES**

Liquidated damages shall be assessed for failure to complete any Phase 1, Phase 2, or Phase 3 Deliverables, report, SOP, duty, or responsibility at a rate of 0.5% of the costs associated with said phase per day that the Deliverable, report, SOP, duty, or responsibility is past due. The GLO may assess liquidated damages under Phase 4 at a rate of \$100 per day past due when an individual applicant portfolio set-up and approval or HRP disbursement exceeds any deadlines outlined in Scope of Services for Phase 4 and Provider cannot show good cause for the delay or the cause for delay is within Provider's control. The GLO shall assess liquidated damages under Phase 5 for HAP at a rate of \$100 per day past due per home for failure to complete the Final Inspection and TREC Inspection within 7 days of construction completion.

If Provider fails to carry this contract to closeout within the allotted budget, liquidated damages against Provider will be assessed at \$250,000.00 plus an amount sufficient to cover the processing of any remaining applications at a cost of \$700 per application (up to a total of 10,000 program applications).

## ASSURANCES – NON-CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0007  
 Expiration Date: 02/28/2025

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 (0348-0040), 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 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 cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.

9. 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.
10. Will comply, if applicable, 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.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. 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<br><br>DocuSigned by:<br> | TITLE<br><br>Vice President, Disaster Recovery |
| APPLICANT ORGANIZATION<br><br>AECOM Technical Services, Inc.  | DATE SUBMITTED<br><br>1/31/2024                |

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\****Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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.

*Statement for Loan Guarantees and Loan Insurance:*

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

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

NAME OF APPLICANT

AECOM Technical Services, Inc.

AWARD NUMBER AND/OR PROJECT NAME

21-064-002-C858

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Joanna Redmond

Vice President, Disaster Recovery

SIGNATURE

DocuSigned by:

Joanna Redmond

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DATE

1/31/2024

\* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.



### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

OMB Number: 4040-0013  
 Expiration Date: 02/28/2025

|   |   |  |
|---|---|--|
| <b>1. *Type of Federal Action:</b><br>_____ a. contract<br>_____ b. grant<br>_____ c. cooperative agreement<br>_____ d. loan<br>_____ e. loan guarantee<br>_____ f. loan insurance  | <b>2. *Status of Federal Action:</b><br>_____ a. bid/offer/application<br>_____ b. initial award<br>_____ c. post-award | <b>3. *Report Type:</b><br>_____ a. initial filing<br>_____ b. material change |
| <b>4. Name and Address of Reporting Entity:</b><br>_____ Prime      _____ Subawardee<br>*Name: _____<br>*Street 1: _____ Street 2: _____<br>*City: _____ State: _____<br>Zip: _____   |   |  |
| <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br><br><br>  |   |  |
| <b>6. Federal Department/Agency:</b>  | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, <i>if applicable</i> : _____                            |  |
| <b>8. Federal Action Number, if known:</b>  | <b>9. Award Amount, if known:</b><br>\$ _____   |  |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>Prefix _____ *First Name _____ Middle Name _____<br>*Last Name _____ Suffix _____<br>*Street 1: _____ Street 2: _____<br>*City: _____ State: _____ Zip: _____  |   |  |
| <b>b. Individuals Performing Services (including address if different from No. 10a)</b><br>Prefix _____ *First Name _____ Middle Name _____<br>*Last Name _____ Suffix _____<br>*Street 1: _____ Street 2: _____<br>*City: _____ State: _____ Zip: _____  |   |  |
| <b>11. 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 reported to the Congress semi-annually and 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.</b><br><br>*Signature: _____<br><br>*Name: Prefix _____ *First Name _____ Middle Name _____<br>*Last Name _____ Suffix _____<br>Title: _____ Telephone No.: _____ Date: _____ |   |  |
| <b>Federal Use Only:</b>  | Authorized for Local Reproduction<br>Standard Form - LLL (Rev. 7-97)  |  |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

| Federal Agency Form Instructions Form Identifiers | Information                                |
|---|--|
| Agency Owner                                      | Grants.gov                                 |
| Form Name   | Disclosure of Lobbying Activities (SF-LLL) |
| Form Version Number                               | 2.0  |
| OMB Number  | 4040-0013                                  |
| OMB Expiration Date                               | 02/28/2025                                 |

| Field Number | Field Name  | Required or Optional   | Information  |
|--------------|---|------------------------|--|
| 1.           | *Type of Federal Action:  | Required               | Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.   |
| 2.           | *Status of Federal Action   | Required               | Identify the status of the covered Federal action. This field is required.   |
| 2-a.         | a. Bid/Offer/ Application   | Check if applicable    | Click if the Status of Federal Action is a bid, an offer or an application.  |
| 2-b.         | b. Initial Award  | Check if applicable    | Click if the Status of Federal Action is an initial award.   |
| 2-c.         | c. Post-Award   | Check if applicable    | Click if the Status of Federal Action is a post-award.   |
| 3.0          | *Report Type  | Required               | Identify the appropriate classification of this report.  |
| 3-a.         | a. Initial filing   | Check if applicable    | Check if Initial filing.   |
| 3-b.         | b. Material change  | Check if applicable    | If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required. |
|              | Material Change Year  | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.   |
|              | Material Change Quarter   | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.  |
|              | Material Change Date of Last Report   | Conditionally Required | Enter the date of the previously submitted report by this reporting entity for this covered Federal action.  |
| 4.           | Name and Address of Reporting Entity  | Required               | Provide the information for Name and Address of Reporting Entity.  |
|              | Prime   | Check if applicable    | Click to designate the organization filing the report as the Prime Federal recipient.  |
|              | Subawardee  | Check if applicable    | Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.   |
|              | Tier if known:  | Optional               | Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.  |
|              | Name  | Required               | Enter the name of reporting entity. This field is required   |
|              | Street 1  | Required               | Enter Street 1 of the reporting entity. This field is required.  |
|              | Street 2  | Optional               | Enter Street 2 of the reporting entity.  |
|              | City  | Required               | Enter City of the reporting entity This field is required.   |
|              | State   | Required               | Enter the state of the reporting entity. This field is required  |
|              | ZIP   | Required               | Enter the ZIP of the reporting entity. This field is required  |
|              | Congressional District, if known  | Optional               | Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.     |
| 5.           | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime | Conditionally Required | If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime  |
|              | Name  | Required               | If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.  |

|       |   |          |  |
|-------|---|----------|--|
|       | Street 1                                | Required | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.  |
|       | Street 2                                | Optional | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.  |
|       | City                                    | Required | If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.   |
|       | State                                   | Required | If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.   |
|       | ZIP                                     | Required | Enter the ZIP of Prime. This field is required   |
|       | Congressional District, if known        | Optional | Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.  |
| 6.    | Federal Department /Agency              | Required | Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.  |
| 7.    | CFDA Number:                            | Required | Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.   |
|       | CFDA Title:                             | Required | Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.   |
| 8.    | Federal Action Number                   | Optional | Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001". |
| 9.    | Award Amount                            | Optional | For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.  |
| 10.a. | Name And Address of Lobbying Registrant | Required | Provide the information for the Name and Address of Lobbying Registrant.   |
|       | Prefix                                  | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.   |
|       | First Name                              | Required | Enter the first name of Lobbying Registrant. This field is required.   |
|       | Middle Name                             | Optional | Enter the middle name of Lobbying Registrant.  |
|       | Last Name                               | Required | Enter the last name of Lobbying Registrant. This field is required.  |
|       | Suffix                                  | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.  |
|       | Street 1                                | Required | Enter the first line of street address for the Lobbying Registrant.  |
|       | Street 2                                | Optional | Enter the second line of street address for the Lobbying Registrant.   |
|       | City                                    | Required | Enter the city of the Lobbying Registrant.   |
|       | State                                   | Required | Select the appropriate state of the Lobbying Registrant.   |
|       | ZIP Code                                | Required | Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.  |
| 10.b. | Individual Performing Services          | Required | Provide the information for Individual Performing Services   |
|       | Prefix                                  | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.  |
|       | First Name                              | Required | Enter the first name of the Individual Performing Services. This field is required.  |
|       | Middle Name                             | Optional | Enter the middle name of the Individual Performing Services.   |
|       | Last Name                               | Required | Enter the last name of the Individual Performing Services. This field is required.   |
|       | Suffix                                  | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.   |
|       | Street 1                                | Required | Enter the first line of street address for the Individual Performing Services.   |
|       | Street 2                                | Optional | Enter the second line of street address for the Individual Performing Services.  |
|       | City                                    | Required | Enter the city of the Individual Performing Services.  |
|       | State                                   | Required | Select the state for the address of the Individual Performing Services from this pull down menu.   |
|       | ZIP Code                                | Required | Enter the Zip Code (or ZIP+4) of the Individual Performing Services.   |

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 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, Washington, DC 20503.

### **GENERAL AFFIRMATIONS**

TO THE EXTENT APPLICABLE, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.\*
2. Provider shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the 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, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.\*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain

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records and make them available to the GLO as evidence of Provider's compliance with the required controls.

9. Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
11. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.\*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY Provider.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY Provider.
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Provider's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim.

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The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Provider seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Provider does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this 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. This Section does not prohibit Provider from providing free technical assistance.\*
21. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.\*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, Provider, TO THE

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EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF Provider OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY Provider WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Provider MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Provider AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, Provider, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO Provider'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE Provider OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO Provider, OR ANY OTHER ENTITY OVER WHICH Provider EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY Provider WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Provider MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Provider AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
26. TO THE EXTENT ALLOWED BY LAW, Provider SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF Provider PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE

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OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR Provider'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY Provider OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF Provider'S PERFORMANCE UNDER THE CONTRACT. Provider AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. Provider SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY Provider WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Provider MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, Provider WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF Provider OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND Provider WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

27. Provider has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*
31. 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. The acceptance of funds directly under the Contract or indirectly through a subcontract under the

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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 paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.
36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to

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enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.

37. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Provider certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
39. Provider certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.\*
41. If Provider is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.\*
42. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.\*
43. If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

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44. To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.\*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Provider, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Provider compiled in connection with its performance under the Contract.\*
46. If subject to 2 CFR 200.216, Provider shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Provider uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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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, as may be amended or superseded over time, 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 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;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20);

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);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual;

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended; and

State of Texas CDBG-DR Action Plan: 2019 Disasters, approved by HUD on October 15, 2020, 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. Part 75;

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), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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