

**Fort Bend County, Texas
Invitation for Bid**



**Residential Demolition Services for 2016DR Buyout Properties
BID 24-055**

SUBMIT SEALED BIDS TO:

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

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, December 17, 2024
2:00 PM (Central)

LABEL ENVELOPE:

BID 24-055
Residential Demo of 2016DR Buyout
Properties

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci
Assistant County Purchasing Agent
Cheryl.Krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	Corporation/LLC Sole Proprietor/Individual	Partnership Tax Exempt	Age in Business?	
Federal ID # or S.S. #	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___ SBE-Small Business Enterprise ___ HUB-Texas Historically Underutilized Business ___ WBE-Women's Business Enterprise ___	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 PM on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

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- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Cheryl.Krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Thursday, December 5, 2024 at 9:00 AM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person, telephone number and email address.
- 1.9 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.10 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.11 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid pricing sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.

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- 1.12 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.13 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.14 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.15 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.16 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.17 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

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2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete the demolition and clearing of seven (7) CDBG-DR buyout properties located in the County, as specified herein. Contractor shall comply with all federal, state, and local laws, codes and regulations.

3.0 PRE-BID CONFERENCE:

There is not a Pre-Bid Conference scheduled for this contract.

4.0 LIQUIDATED DAMAGES:

The County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not complete on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$250.00 for each day that expires after the time specified herein for completion until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioner's Court.

The Contractor will be placed on one (1) year probation if liquidated damages are accrued. During the probation period, if the Contractor accrues liquidated damages on another project, they will be disqualified from being awarded any County work for two (2) years.

5.0 COMPLETION TIME & PAYMENT:

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

Prior to payment, the Contractor will be required to provide documentation demonstrating that work has been completed. This will include, but may not be limited to, copies of all permits, before-and-after photographs of each phase of work, tipping tickets or other disposal receipts.

- 5.2 Based upon Applications for payment submitted to Community Development, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

- 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

- 5.2.2 Provided a customary, accurate, and complete application for payment is received by Community Development not later than the 15th day of a month, Fort Bend County shall make payment of all undisputed amounts to the

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Contractor not later than the 15th day of the next month. If an application for payment is received by the Community Development Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after Community Development receives the application for payment.

5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Upon substantial completion of the Project, add a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine should be deducted for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid undisputed balance of the contract sum, shall be made by Fort Bend County to the Contractor when Fort Bend County and the Contractor agree that the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Community Development Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Community Development Department may require. This schedule, unless objected to by the Community Development Department shall be used as a basis for reviewing the Contractor's application for payment.

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- 5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.
- 5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent or ability to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform and its plan to properly continue performance, including a reasonably detailed timeline. In the event that a demand is made and no assurance is given within five (5) business days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE & PAYMENT BONDS:

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

10.0 TEXAS ETHICS COMMISSION FORM 1295:

10.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

10.2 On-line instructions:

10.2.1 Name of governmental entity is to read: Fort Bend County.

10.2.2 Identification number used by the governmental entity is: B24-055.

10.2.3 Description is the title of the solicitation: Residential Demo of Buyout Properties

10.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

110 INSURANCE:

11.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

11.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance

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expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 11.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 11.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 11.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 11.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 11.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 11.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

12.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 12.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not

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later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

- 12.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 12.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 12.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 12.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 12.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 12.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

13.0 INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS:

Indemnity for certain bodily injury or death claims. To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, for bodily injury or death of any employee of contractor, its agents, or its subcontractors of every tier, even if the bodily injury or death is caused by or alleged to have been

caused by the sole or partial negligence, fault or strict liability of any indemnitee.

Indemnity for all other claims. For all claims not addressed in the preceding section or section above, including, without limitation, claims for damage to or loss of use of property and claims for bodily injury to or death of any person other than that addressed in the immediately preceding section, to the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, of any nature whatsoever arising out of or related to this contract or the work to be performed under this contract, but only to the extent of the negligence or other fault of the contractor, its agents, representatives, employees or subcontractors of any tier.

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

14.1 Preconstruction/Demolition Work. Contractor shall do (or cause to be done) the following as preconstruction/demolition work:

14.1.1 On written demand as requested by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and Community Development to discuss the status of the Project.

14.1.2 On written demand as requested by Fort Bend County, review specifications with Community Development to determine the compliance of the proposed facility with applicable codes and federal regulations.

14.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

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14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County.

14.3 Standards for Review and Approval. Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.1 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

14.3.2 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.3 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a)

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require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more

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than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly

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equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.

14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its

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obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.

- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.
- 14.15 Delay, Disruption or Hindrance Damages. Contractor and the County contemplate that Contractor's performance may be delayed, disrupted or interfered with by unanticipated causes including but not limited to the following:
- a) Severe and unavoidable natural disasters such as fires, floods, epidemics and earthquakes;
 - b) Abnormal weather conditions;
 - c) Acts or failures to act of the County , third party utility owners or other third-party entities; and
 - d) Acts of war or terrorism.

Contractor and the County agree and stipulate that an extension of the Contract Time shall be the sole remedy of Contractor for delays in performance of the Work, whether or not such delays are foreseeable, except for delays caused solely by acts of

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the County that constitute fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor's performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such conduct. For delays caused by any act(s) other than fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor's performance of the Work Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, those damages prohibited or limited in Sections 14.15.1 – 14.15.8 below. The County's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, in response to any breach or failure by the Contractor to comply with the terms of the Contract Documents or the Contractor's obligations arising therefrom, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of the County's exercise of such rights or remedies.

Without limiting the foregoing, except as otherwise expressly provided in this agreement in calculating the amount of any claim recoverable by Contractor, the following limitations on the recovery of damages shall apply:

14.15.1 No indirect or consequential damages will be allowed.

14.15.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

14.15.3 Damages, to the extent recoverable, are limited to the additional, actual costs specifically shown to have been directly incurred by the Contractor and solely caused by the proven wrong.

14.15.4 No damages will be allowed for home office overhead or other home office charges.

14.15.5 No exemplary damages or unjust enrichment damages shall be recoverable.

14.15.6 No recovery of attorney's fees shall be recoverable except as expressly permitted under the Agreement.

14.15.7 No profit will be allowed on any damage claim, except as expressly recoverable under the Agreement as Fee on Cost of the Work incurred.

14.15.8 Notwithstanding any other damage limitation herein the County and the Contractor recognize the delays, expense, and difficulties involved in

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proving in a legal or arbitration proceeding the actual loss suffered by the Contractor if the County is found to have intentionally interfered with Contractor's performance of the Work by fraud, misrepresentation, gross negligence, or intentional arbitrary or capricious acts and/or omissions. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages (in lieu of any other remedy or damages) for delay, disruption or hindrance (but not as a penalty) the County shall pay the Contractor \$250.00 for each day that a court of competent jurisdiction finds the County's conduct referenced in Section 14.15 (above) is the sole cause of Contractor's delay in completing the Work.

15.0 AGREEMENT TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT:

To the maximum extent allowed by law, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, et seq. administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. For cases in which the amount in controversy is less than \$250,000, there shall be no discovery other than an expeditious and complete exchange of documents relative to the dispute. For cases in which the amount in controversy is between \$250,000 and \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information and up to three (3) depositions per side (including expert depositions, if any). For cases in which the amount in controversy exceeds \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information up to five (5) depositions per side (including expert depositions, if any). No formal interrogatories, request for admissions or formal request for production of documents shall be allowed in the arbitration process. The hearing on the merits will be completed no later than ninety (90) days after the initial demand for arbitration is made for disputes involving amounts in controversy of up to \$250,000; no later than no later than one hundred twenty (120) days after the initial demand for arbitration is made for disputes involving amounts in controversy of between \$250,000 and \$1,000,000; and, no later than three hundred sixty five (365) days after the initial demand for arbitration is made for disputes involving amounts in controversy of over \$1,000,000.

16.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 16.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 16.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas

Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

17.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

18.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

19.0 PREVAILING WAGES:

This project is not subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. Single family housing is exempt.

20.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County. See Section 38.2 for additional information.

21.0 TERMINATION:

21.1 Fort Bend County may terminate the Contract for cause if the Contractor:

21.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

21.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.

21.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

21.1.4 Otherwise commits substantial breach of a provision of the Contract Documents.

21.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and

the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

21.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

21.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

21.2.3 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

21.3 Termination for Convenience of Fort Bend County.

Fort Bend county reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply.

21.3.1 The County will notify Contractor in writing of the county's determination to terminate the contract for convenience and the effective date of the Contract termination. The notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.

21.3.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any dispute in determining or adjusting any amounts due at that point in the Contract:

21.3.2.1 Stop all work.

21.3.2.2 Place no further subcontracts or orders for materials or services.

21.3.2.3 Terminate all subcontracts for convenience.

21.3.2.4 Cancel all materials and equipment orders as applicable.

21.3.2.5 Take appropriate action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

21.3.2.6 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits or lost business opportunities.

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- 21.4 Settlement on Termination. When the Contract is terminated by the County under 15.3, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to the County based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, the County may unilaterally determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

22.0 COMPLETION, TRANSFER, & ACCEPTANCE:

- 22.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 22.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

23.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 23.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 23.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
- 23.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- 23.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 23.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

24.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be

accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

25.0 NOTICE

- 25.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Community Development Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- 25.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

26.0 RECORDS:

- 26.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 26.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

27.0 SUCCESSORS & ASSIGNS:

- 27.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 27.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its

interest in this Contract without the prior written consent of the other.

- 27.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

28.0 PUBLIC CONTACT:

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

29.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

30.0 SILENCE OF SPECIFICATIONS:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

31.0 SEVERABILITY:

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

32.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these

items at cost.

23.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

34.0 APPLICABLE LAW & VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

35.0 AWARD:

This contract will be awarded to the overall lowest and best bid meeting specifications and requirements.

36.0 VENDOR STATUS:

The awarded vendor is required to hold an active status on the SAM.gov website <https://sam.gov/content/home>, along with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>

37.0 FEDERAL CLAUSES:

See Attachment B.

38.0 SPECIFICATIONS AND REQUIREMENTS OF SERVICE:

Fort Bend County (County) requires the services of one (1) qualified contractor to provide, but is not limited to; demolition, hazardous materials abatement, debris removal/hauling and site restoration of seven (7) residential properties. These specifications describe the County's minimum requirements. The County does not guarantee the potential quantities of properties or abatements of this contract. Contractor will provide all labor, equipment, and materials needed to capture, remove, haul, and dispose of materials, and site restoration. Requested work will generally fall within three phases: (a) Asbestos and hazardous material abatement, removal and disposal. (b) Demolition of structures and debris removal, including hauling, and disposal, and (c) Site grading and restoration. Contractor shall provide pricing based on the unit of measure for property listed in Section 40.0, including any specialized procedures, tools, or additional step(s) involved in each line item. Contractor may submit notations based on knowledge or expertise. The following requirements and specifications shall be

in addition to other provisions contained herein and shall supersede other requirements where applicable.

- 38.1. DEMOLITION/WORK PLAN: Contractor must provide a work plan to County staff for approval before the notice to proceed will be issued. The work plan must include documentation of compliance with the National Environmental Policy Act (NEPA) and other applicable environmental review requirements. The plan shall also include a spill response plan, detailing steps to contain and report any spills, ensuring compliance with environmental regulations. The contractor must coordinate with Community Development staff to review any mitigation measures and to ensure that all necessary documentation is in place before starting work.

The contractor must always maintain a spill kit on-site, particularly near areas designated for hazardous material storage.

The following information shall be included in the plan (which may further be refined if needed):

38.1.1. Site sketch (on aerial photo) including:

- a. Site access plan;
- b. Approximate limits of work/disturbance;
- c. Improvements or tree/vegetation designated to remain and/or to be protected;
- d. Equipment staging location including dumpsters, trucks, loaders and “set-aside” area for household hazardous waste, electronic waste, etc.
- e. Site access to staging area, debris areas and improvements, and into/across streambed, if applicable;
- f. Erosion Control Plan (if applicable);

38.1.2. Traffic Control Plan (if applicable);

38.1.3. Description of the haul trucks/trailers with identifiers for the project site with bed dimensions and volume calculations for each vehicle;

38.1.4. Destination(s) of debris, including haul routes and distances;

38.1.5. Safety considerations related to the project site/scope;

38.1.6. Hazardous materials abatement plan and schedule;

38.1.7. Schedule and estimated completion date for all services requested;

38.1.8. Environmental compliance documentation for any mitigation measures;

38.1.9. A detailed timeline for each phase of work;

38.1.10. Communication – Contractor must direct any/all inquiries or comments from the public, news media, etc. regarding this contract to Fort Bend County project manager immediately.

38.2. SITE ASSESSMENTS AND PERMITS:

38.2.1. Before beginning any work, Contractor must conduct thorough site assessments, identifying potential hazards and verifying utility disconnections.

38.2.2. All protected trees are to remain undisturbed on the property. Before the project starts, construction fencing materials will be placed around the drip line, with a minimum circumference equal to the tree canopy. Fencing shall remain until completion of demolition, grading, and seeding.

38.2.3. Acceptable methods and materials to prevent erosion and/or illicit discharge or dumping into adjacent waterways, stormwater systems, or similar shall be installed before the start of each project and removed only after County staff has final approved site conditions. A formal Storm Water Pollution Prevention Plan (SWPPP) will not be required unless applicable laws or regulations require it.

38.2.4. A Floodplain Development Permit will be required if work (i.e., site grading landscaping, structure removal) is to be conducted in the 100/500- year floodplain.

38.2.5. Contractor is responsible for obtaining all necessary permits and pay all applicable fees (such as demolition permit, floodplain development permit (if applicable), and environmental permit related to hazardous materials abatement and disposal.

38.2.6. Submit copy of permits and licenses to County staff before the project starts. Ensure the permit application lists Fort Bend County as applicant.

38.2.7. Roll-off containers/dumpsters designed for placement on-site for the disposal of debris and refuse must be on-site before the start of the project.

38.3. CONTRACTOR QUALIFICATIONS:

38.3.1. All contractors must be cleared via a search at each of the web addresses below to ensure contractor is in good standing and has not been debarred from receiving state or federal funds.

Texas Comptroller's Vendor Performance Program at:

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<https://comptroller.texas.gov/purchasing/> and the U.S. General Services Administration at: <https://sam.gov/> .

NOTE: It is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment and state licensing requirements.

38.3.2. Project Manager shall: have a minimum of three (3) years experience within the last five (5) years in supervising similar projects, as well as, be a permanent staff employee and shall serve as the primary point of contact for County staff.

38.3.3. Asbestos abatement supervisor, worker and transporters must be currently licensed under TAC.

38.3.4. All personnel must have:

38.3.4.1. a minimum of two (2) years experience within the last five (5) years in performing service requirements specified within this solicitation;

38.3.4.2. the ability to communicate and work effectively with County staff concerning any required services.

38.4. SERVICE REQUIREMENTS:

38.4.1. Demolish and dispose of above-ground structures, related appurtenances, and debris located on properties listed herein. As a minimum, the following shall be included, but may not be limited to buildings, piers, concrete steps and porches, slabs/foundations, footings, driveways, tires, fences, shrubs, and swimming pools.

38.4.2. All debris shall be disposed of in accordance with local, state, and federal environmental laws and regulations. Special and hazardous waste must be handled and removed according to applicable state law(s). Contractor must submit the disposal manifest to the Fort Bend County representative.

38.4.3. Recover all refrigerants from appliances in accordance with all applicable laws prior to demolishing the improvement if applicable.

38.4.4. Explosives shall not be used in the work except by prior written permission of Fort Bend County.

38.4.5. No burning or burying of disposal items is permitted within the project site.

- 38.4.6. Demolition work shall be kept thoroughly wet to prevent dust spread. Contractor shall provide water and necessary connections thereof.
- 38.4.7. Existing structures must be demolished on-site and cannot be relocated to any other site.
- 38.4.8. Remove all fences. Exception: Do not remove fences that are adjoined to property owned by other individuals who want the fence to remain in place.
- 38.4.9. Contractor is responsible for the containment of all material/refuse during transportation to/from the disposal sites.
- 38.4.10. Disposal and disposition manifest must be completed and submitted to county staff before payment will be issued.
- 38.4.11. Contractor must have a thorough knowledge of the demolition and debris removal regulations, including disposal of any hazardous materials if found on site. All contaminant material must be disposed of at a permitted facility. The contractor must submit all shipping manifests showing the means of transportation, the receiving party, location and disposition. In addition, before removal from the site, the contractor must verify the volume of contaminant material.
- 38.4.12. If the structure is believed to have been constructed before 1978, the contractor may be required to provide a lead-based paint report to the County unless a report of prior clearance of lead-based paint is available for the property or justification is provided to support the property as clear of lead-based paint adequately.
- 38.4.13. All applicable federal, state and local guidelines must be followed for asbestos removal and disposal if asbestos is present. If appropriate, the contractor will be responsible for submitting asbestos report to County Staff.
- 38.4.14. Swimming pools must be demolished, removed and backfilled according to state and local regulations. A "pass" inspection report must be submitted to County staff before payment will be issued. For the applicable pricing, measurements shall be length times width times the approximate depth.
- 38.4.15. Mobile home must be disposed of in accordance with state and local regulations. Disposal receipts must be submitted to County staff before payment is requested.
- 38.4.16. Measurement for pricing per square foot of structure shall be measured as length times width per floor or level of structure as recorded with the County of Record.

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- 38.4.17. The project site must be graded smooth using fill dirt if necessary and slope to drain. Voids will not be allowed, and the Contractor shall compact ground to fill below-grade areas – spread a mixture of 50% ryegrass and 50% Bermuda grass seed over the cleared and disturbed area. Voids filled and grading completed shall create positive drainage and not allow for pooling or ponding of water at any place on the property. When finished, the project site must be return to a natural state without man-made objects or materials.
- 38.4.18. Before the project is considered complete and final payment can be issued, Fort Bend County must receive at least two clear pictures of the structure/site, one at the work-in-progress stage and one at completion.
- 38.4.19. Properly notify utility providers of the pending demolition and request disconnection of all utility services in accordance with the rules and regulations governing the utility involved. The contractor is responsible for the cost associated with any disconnect order request. Proof of disconnection of all utilities must be submitted to County staff.
- 38.4.20. Properly cap all sanitary sewer openings and remove/fill septic tanks in accordance with state and local regulations.
- 38.4.21. Permanently cap all water wells by pulling all pumps and pipes and plugging the well in accordance with state and local regulations & specifications. Must submit “pass” inspection report to County staff.
- 38.4.22. Contractor is expected to perform all work competently and professionally. Any damage to the County or citizen's building/facility that is not included in the project, either direct or indirect, resulting from the contractor or their employees must be repaired fully and entirely at the cost to the contractor, including work, materials, and any litigation fees that may be incurred to recover the cost of such damages not repaired or not repaired in a workmanlike manner.
- 38.4.23. The County assumes but makes no guarantee of access conditions at properties.
- 38.4.24. Contractor is expected to have available equipment to ensure efficient demolition/removal regardless of numerous unknown environmental variables that may restrict height, width, or weight clearances and competent knowledge of the methods, tools, and techniques employed in this trade. Copies of all permits must be submitted to County staff prior to work commencement.
- 38.4.25. Contractor shall include the following information in a cover letter to describe the experience and capability of the company (these factors may be

Initials of Bidder: _____

evaluated to determine contractor's capability as a supplier): Introduce the company; include capabilities and underlying philosophy of the company in providing the requested service; list of equipment and personnel available.

Experience List:

- Include at least three (3) governmental entities with which your company has completed similar work within the last three years. The County reserves the right to confirm. Include a contact name, phone number, email address, and location address of the demo project.
- Describe the firm's experience in the last thirty-six (36) months performing services contracts of similar size and scope.
- Confirm that employees are qualified to perform the work.
- If portions of the work are to be sub-contracted, provide tasks to be performed and information of sub-contractor shall be furnished.

38.4.26. The County reserves the right to use other vendors when it is deemed to be in its best interest to do so, as in the following examples:

- Service and/or quality of product is not acceptable (does not meet specifications).
- Service/product is unavailable on the day it is needed or within specified requirements.

38.4.27. Limit hours of operation to Monday through Friday during the hours of 7:00 am to 6:00 pm. Special hours of operation, including weekends and holidays, outside the regular hours, must be approved by the County.

38.4.28. Contractor shall not close or obstruct any streets, sidewalks, alleys or passageways unless specifically authorized in writing by the County. No materials shall be placed or stored in streets, alleys or passageways. The contractor shall conduct his/her operations as to interfere as little as possible with the use ordinarily made of any roads, streets, alleys, driveways, sidewalks nearby.

38.4.29. Contractor shall remove all debris and equipment and dispose of all material from the project site and leave the ground in a clean and neat condition, as demolition of each structure is completed.

38.5 PRE-CONSTRUCTION CONFERENCE:

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of Fort Bend County, and other interested parties convened by the County. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Section 3 compliance, Equal Employment Opportunity.)

Initials of Bidder: _____

Fort Bend County will provide the successful bidder with the date, time, and place of the conference.

38.6 ADDITIONAL DETAILS AND CONSIDERATIONS:

Discovered Cultural Resources: If any cultural or historical resources are discovered during work, the contractor must cease operations immediately and notify County staff. The contractor must follow all federal and state guidelines for the protection and preservation of these resources. Contractor personnel must be trained on how to identify and handle potential cultural resources.

USFWS Compliance: The contractor must comply with USFWS guidelines for protecting endangered species and habitats. A Wildlife Protection Plan must be included in the Work Plan, outlining specific measures to minimize impact on local wildlife.

39.0 SITE SPECIFIC CONDITIONS:

The site-specific conditions are included in the attached environmental reviews. See Attachment A. Vendor shall review these conditions prior to providing their bid submittal and ensure their pricing accounts for all cited conditions.

40.0 PRICING:

Vendor must complete pricing per address and provide the grand total below. Bid Prices are all-inclusive. No additional fees will be paid by the County. Vendor must bid on all addresses listed below.

Bid Prices for Bid 24-055 Residential Demolition Services for 2016DR Buyout Properties								
Address	Type	Pool	Water Well	Septic Tank	*Square Footage (living area)	Abatement Price	Demolition Price	Extended Total
14205 Blidel Rd. Thompsons, TX 77471	brick house	No	Yes	Yes	3042			
715 San Carlos Rosenberg TX 77471	no house	No	Yes	Yes	vacant lot			
610 Cay Rd Rosenberg, TX 77471	no house	No	Yes	Yes	vacant lot			
614 Cay Rd. Rosenberg, TX 77471	mobile home	No	Yes	Yes	1568			
716 Perry Rd. Rosenberg, TX 77471	house	No	Yes	Yes	1152			
408 7th Street Rosenberg, TX 77471	house	No	Yes	Yes	946			
36721 Buckboard Simonton, TX 77485	house	Yes	Yes	Yes	3745			
							Grand Total:	
(*Square footages are as shown on tax records unless noted, contractor is responsible for verification.)								

Initials of Bidder: _____

**CONTRACT SHEET
B24-055**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the ____ day of _____, 20____,
(date approved in Commissioners Court)
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and

(company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Residential Demolition Services for 2016DR Buyout Properties** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this _____ day of _____ 20_____.

Fort Bend County, Texas

By: _____
County Judge K P George

By: _____
Signature of Contractor

By: _____
Printed Name and Title

ATTACHMENT A
Environmental Reviews

Fort Bend County Site-Specific Review Checklist
Home Buyout Program

(For use following EA-level environmental broad review for Home Owner Buyout single-family residential buildings)

Contract / Work Order	B-16-DL-48-0001/18-421-000-B130	
Program Name	Fort Bend County CDBG-DR 2016 Flood Allocation Housing Buyout Program	
Applicant Name	[REDACTED]	
Street Address / City	14205 Blidel Rd,	
County / Zip	Fort Bend, 77481	
Tax Parcel ID / X,Y Coord	29.495269° - 95.590091°	R293687
Final Notice Publication	{see County level Broad Review} March 13, 2020 – April 1, 2020	
RROF / AUGF Dates	{see County level Broad Review}	4/6/20 and 4/30/20
Project Description	<p>A county-level environmental assessment Broad Review Analysis was completed for GLO's Homeowner Buyout Program. This is a site-specific review for activities eligible under the Program. The following review topics were identified as not requiring further analysis: Airport Hazards, Clean Air, Coastal Barrier Resources; Coastal Zone Management; Endangered Species & Migratory Birds, Environmental Justice, Explosive and Flammable Hazards, Farmland Protection, Flood Insurance Floodplain Management, Noise Abatement and Control, Sole Source Aquifers and Wild and Scenic Rivers.</p> <p>Using the Broad Review, this project is categorized as Buyout. The project site is an abandoned homesite. The property is approximately 3.4 acres running parallel to a dry creek. The project will demolish the remnants of the house and return the area to natural conditions. Aerial photos support the home's construction in the 1970's. The Fort Bend County CAD reflects the structure is 43 years old. The restrictive covenant documentation regarding deed recordation will be added to the environmental package once the acquisition is complete.</p>	
Construction Actions	<p>Select all actions that will be performed during construction:</p> <p><input checked="" type="checkbox"/> Demolishing /removing storm-damaged building</p> <p><input type="checkbox"/> Abandoning or demolishing septic system</p> <p><input type="checkbox"/> Other – {specify}</p> <p>NOTE: If project changes from demolition to reconstruction, environmental review must be conducted for the project to continue; GLO Environmental must be notified and provide written approval before proceeding.</p>	
Environmental Finding	<p><input checked="" type="checkbox"/> The proposed activity conditionally complies with environmental requirements for funding.</p> <p><input type="checkbox"/> The proposed activity does not comply with environmental requirements for funding because (state topic(s) that makes it ineligible).</p>	

GENERAL ENVIRONMENTAL GRANT CONDITIONS FOR BUYOUTS

1. Acquire all required federal, state, and local permits prior to commencement of construction and comply with all permit conditions.
2. If the scope of work of a proposed activity changes significantly, the application for funding must be revised and resubmitted to GLO for reevaluation under NEPA.

Historic Preservation

3. If project construction uncovers significant archaeological deposits (such as Native American pottery, stone tools, bones, or human remains), the applicant agrees to immediately stop all work in that area and inform the Program. Work will not commence again in that area until the Program has conferred with the State Historic Preservation Office (SHPO) and/or Native American Tribes and informed the applicant that work can re-commence.

Migratory Species

4. If project demolition will occur on a existing footprint and clearing of potential migratory bird habitat will occur within 50 feet of the construction site between March 15 and September 15, then a nest survey must be undertaken by a qualified biologist. If nests are identified, then a minimum 50-foot buffer from the work is required until the nest is no longer active. If an active migratory bird nest is incidentally disturbed during clearing, then the contractor shall collect and immediately transport the eggs to a wildlife rehabilitator. The GLO shall be notified of this action by the contractor so it can be placed into the ERR.

Floodplain Management and Flood Insurance

5. Buy-out assistance includes prioritized housing currently located within the 100-year floodplain and areas identified as floodway by approved FEMA Maps. The HUD 8-step decision-making process (24 CFR 55.20) has not been conducted for this project as the project is exempt under 24 CFR 55.12(c) (3). The plan for the proposed project areas is to purchase existing structures located within the 100-year floodplain and floodway to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if: (i) The property is cleared of all existing structures and related improvements; (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

Wetlands Protection and Water Quality

6. Buy-out assistance includes prioritized housing currently located within the 100-year floodplain and areas identified as floodway by approved FEMA Maps. The HUD 8-step decision-making process (24 CFR 55.20) has not been conducted for this project as the project is exempt under 24 CFR 55.12(c) (3). The plan for the proposed project areas is to purchase existing structures located within the 100-year floodplain and floodway to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if: (i) The property is cleared of all existing structures and related improvements; (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.
7. Implement and maintain erosion and sedimentation control measures sufficient to prevent deposition of sediment and eroded soil in onsite and offsite wetlands and waters and to prevent erosion in onsite

and offsite wetlands and waters.

8. Minimize soil compaction by minimizing project ground disturbing activities in vegetated areas, including lawns.

Noise Quality

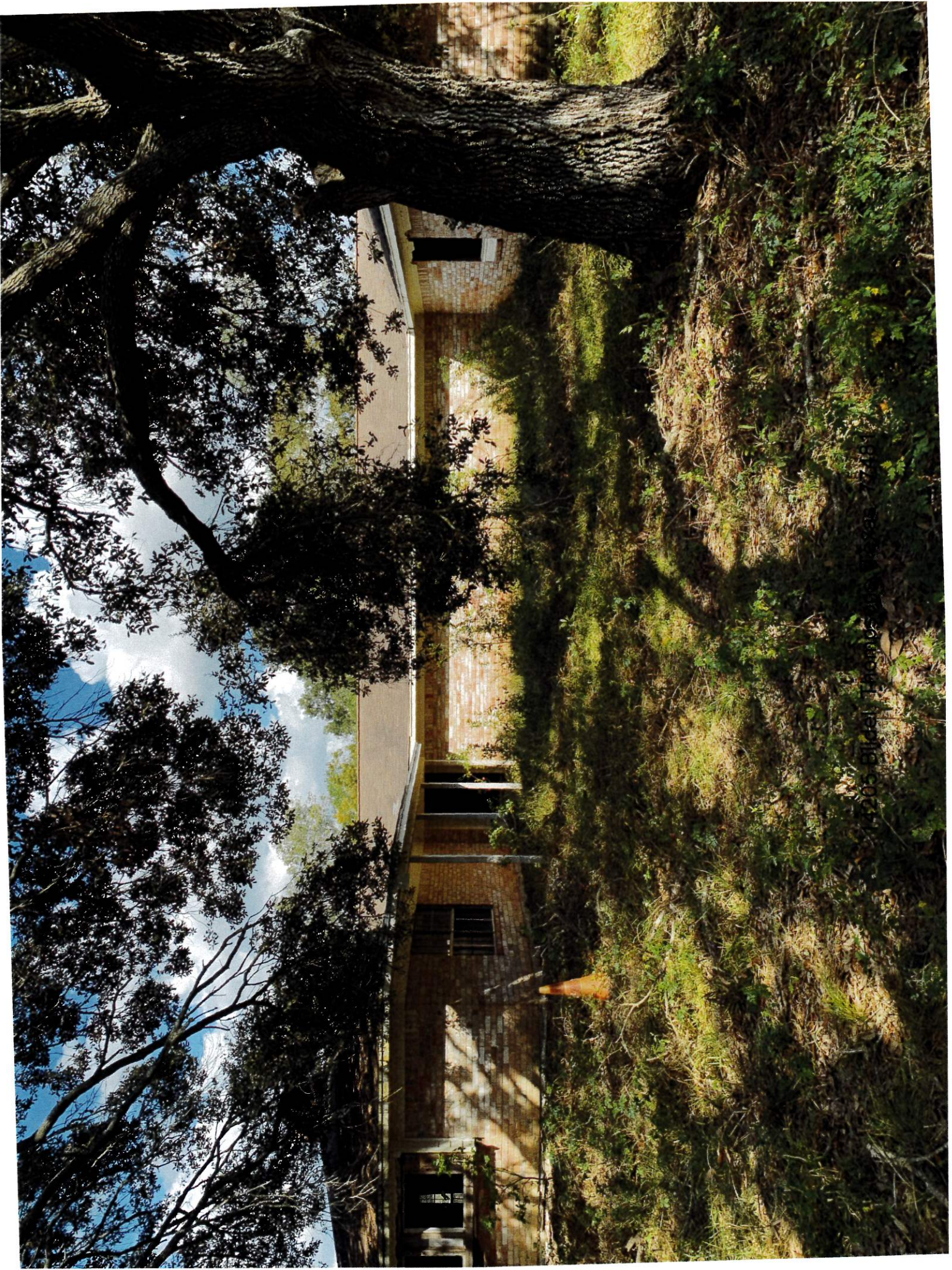
9. Outfit all heavy equipment with operating mufflers.
10. Comply with the applicable local noise ordinance.
If application site is in a high noise area then use appropriate Green Building Standard methods (see Condition 2) to attenuate.

Air Quality

11. Use water or chemical dust suppressant in exposed areas to control excessive dust.
12. Cover the load compartments of trucks hauling dust-generating materials.
13. Reduce vehicle speed on non-paved areas and keep paved areas clean.
14. Retrofit older equipment with pollution controls.
15. Establish and follow specified procedures for managing contaminated materials discovered or generated during construction.
16. Employ spill mitigation measures immediately upon a spill of fuel or other hazardous material.
17. Minimize idling and ensure that all on-road vehicles and non-road construction equipment operated or visiting the project site comply with all applicable local and county regulations.

Hazardous Materials

18. All activities must comply with federal, state, and local laws and regulations regarding asbestos, including if applicable the following:
 - a. National Emission Standard for Asbestos, standard for demolition and renovation, [40 CFR 61.145](#)
 - b. National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations, [40 CFR 61.150](#)
19. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g., construction and demolition debris, pesticides/herbicides, white goods).
20. All activities must comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR 35(b)(h)(j) and GLO's Lead-Based Paint Mitigation Policy Standard Operating Procedure.
21. Comply with all laws, regulations, and industry standards applicable to aboveground and underground storage tanks.
22. Comply with all laws, regulations and industry standards applicable to septic systems including tanks and other system piping.



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Site Specific Checklist

1. Historic Preservation

(36 CFR 800)

A. Programmatic Agreement Review

Above Ground Resources

- ☐ Storm-damaged building was demolished and removed prior to HB application.
- ☒ Project area is exempted from formal SHPO review as storm-damaged residence is outside all designated historic districts and:
- ☐ has been verified by an architectural historian to be less than 45 years in age (Article V(a)(4) **or**

- ☐ All project activities meet the following Exemption Allowance(s) listed in Attachment A of the PA.

The house was flooded out leaving a shell of the home. The home is abandoned. According to the owner, the house was constructed in the 1970's. Aerial photos support this, as an aerial available from 1968 reflects the area as agricultural, and the next available aerial from 1982 reflects the presence of a structure. Available aerial photos support the home's construction in the 1970's. The Fort Bend County CAD reflects the structure was built in 1977 and is 43 years old.

(Above Ground Review concluded)

Archaeological Resources

- ☒ Project area is exempted from formal SHPO review as there are:
- ☒ No known archaeology sites on the Sites Atlas within 100 m of the project.
- ☒ No water features or wetlands within 100 m of the project).

Included review of existing THC tracked information. THC Atlas and NHRP South Region mapped data and a review of existing aerial mapping used for determining area wetlands, See Attachment 5. THC review is being conducted for further determination.

*If both Above Ground Resources and Archaeological Resources are checked, the historic preservation review is complete and has a Section 106 finding of **No Historic Properties Affected**. If neither or only one review topic is completed above the remaining topic(s) must be assessed by completing the section following.*

B. Standard Project Review: SHPO/Tribal Consultation Performed

- ☐ No above ground Section 106-defined historic properties in Area of Potential Effects. **No Historic Properties Affected Determination.** SHPO concurrence on file. **(Above Ground Review Concluded)**
- ☐ Individual historic properties or historic districts are located within the Area of Potential Effect.
- ☐ **No Adverse Effect Determination** (SHPO concurrence on file)
- Are project conditions required?
- ☐ No **(Above Ground Review Concluded)**
- ☐ Yes. Attach conditions. **(Above Ground Review Concluded)**

- ☐ Consultation conducted with SHPO and Native American Tribes (list in comments) for NRHP-eligible archaeological resources.
- ☐ Project area assessed as having low potential for archaeological resources
- ☐ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**
- ☐ Archaeological materials identified in Area of Potential Effect through consultation or fieldwork.
- ☐ **No Historic Properties Affected Determination** (SHPO/THPO

<input type="checkbox"/> Adverse Effect Determination (SHPO concurrence on file) <input type="checkbox"/> Mitigation not possible. (APPLICATION CANNOT PROCEED) <input type="checkbox"/> Adverse Effect Resolved <input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Above Ground Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Above Ground Review Concluded) <input type="checkbox"/> OTHER (state finding).	concurrence or consultation on file). (Archaeological Review Concluded) . <input type="checkbox"/> No Adverse Effect Determination (SHPO/THPO concurrence on file Are project conditions required? <input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> Adverse Effect Determination (SHPO/THPO concurrence on file <input type="checkbox"/> Mitigation not possible. (APPLICATION CANNOT PROCEED) <input type="checkbox"/> Adverse Effect Resolved <input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> OTHER (state finding).
Comments: The project includes removal of an existing dilapidated home and storage structures onsite.	
2. Wetlands Protection (EO 11990 and Clean Water Act, especially Section 404)	
Are there wetlands or aquatic features present at or adjacent to any proposed application work area? <input checked="" type="checkbox"/> No. There are no wetlands present. Attach appropriate documentation. (Analysis complete) <input type="checkbox"/> Yes. Will the proposed activity negatively affect the wetland? <input type="checkbox"/> No. Outside wetlands or mitigation actions will be enacted to avoid wetland impacts. Attach document or site-specific condition outlining why wetland will not be affected. (Analysis complete) <input type="checkbox"/> Yes. Does activity fall under 24 CFR Section 55.12(c)(3) Inapplicability of 24 CFR part 55 to certain categories of proposed actions. <div style="text-align: center;"> (c) This part shall not apply to the following categories of proposed HUD actions (3) The approval of financial assistance for restoring and preserving the </div>	

natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if:

- (i) The property is cleared of all existing structures and related improvements;
- (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and
- (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

- ☐ Yes. No 8-step required (Analysis complete)
- ☐ No. Possible adverse effect associated with constructing in wetlands.
 - ☐ 8-step process complete?
 - ☐ Yes. The 8-step decision-making process was completed. Activity complies with EO 11990 and the Clean Water Act. (Analysis complete).
 - ☐ No. The 8-step decision-making process was not completed or is not in compliance. **APPLICATION CANNOT PROCEED.** Attach documentation. (Analysis complete)

☐ OTHER (state finding).

Comments: See Attachment 5 for wetland maps. The project is not located within a wetland.

3. Contamination and Toxic Substances

(24 CFR Part 58.5(i)(2))

Please complete all three subsections below.

- ☐ Are hazardous facilities of concern located within the specified review distance? (see policies and procedures document for facilities list and the review radii for database search)
 - ☒ No. Provide map. (Subsection Analysis Complete)
 - ☐ Yes. Were additional site assessments necessary?
 - ☐ No. Attach tables or other documentation that summarize each hazard within the review distance plus an internal report or agency communication that justifies the hazards from the facility do not pose a threat to the property and that no further action is required. (Subsection Analysis Complete)
 - ☐ Yes. Study performed and assessment results show that the action site is not affected by hazardous, contaminated or toxic materials from the facility. Attach report. (Subsection Analysis Complete)
 - ☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility, but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)
 - ☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)
- ☒ Are potential hazards (excluding lead-based paint, asbestos, mold and non-toxic debris – see next subsection) located on the application property?
 - ☒ No. (Subsection Analysis Complete)

- ☐ Yes. Were additional site assessments necessary?
- ☐ No. Attach report or agency communication that justifies no further action is required. (Subsection Analysis Complete).
- ☐ Yes. Study results show that application action site is not affected by hazardous, contaminated or toxic materials. Attach report. (Subsection Analysis Complete)
- ☐ Yes. Study results show that application action site is affected by hazardous, contaminated or toxic materials but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)
- ☐ Yes. Assessment results show that application action site is affected by hazardous, contaminated or toxic materials and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)

- ☒ Are lead-based paint, asbestos, mold or non-toxic debris hazards potentially located on the application property? (Assume yes for LBP on any residence built before 1978 and yes for asbestos on any residence built before 1982).

☐ No. (Subsection Analysis Complete)

☒ Yes. Specify all that apply: ☒ Asbestos ☒ Lead-Based Paint ☐ Mold ☒ Debris

☐ Are hazard controls or additional site assessments required?

☐ No. Attach site inspection report or agency communication that justifies no further action is required. (Subsection Analysis Complete).

☒ Yes. Application must follow appropriate hazard protocols during work on the application site. Add Site-Specific Condition below. (Subsection Analysis Complete)

OTHER (state finding).

Comments: Project site is an abandoned home which will be removed off site. The project area is rural residential, and no hazards were observed during the site visit on 9/8/20. Piled debris from the flooding will need to be removed from site. The home is abandoned and due to its age, lead based paint and asbestos may be included in the demolition debris of the abandoned residence. No other findings were identified. See Attachment 7 Site specific hazardous materials search results. This includes a review of TCEQ map of regulated sites within .5 miles and 1 mile depending on prescribed distances (see Table of data search results and map) as well as a review of EPA data as displayed on the NEPAassist map.

Fort Bend County Approval

☒ The Site-Specific Review is complete with the condition(s) listed above plus any listed here:

Additional Conditions:

No special conditions other than the general Tier 1 mitigation measures are included for this project.

Marilynn Kindell

Signature County Community Development Program Name

Marilynn Kindell, Director of Programs

Printed County Community Development Program Name & Title

Date: 9/28/20

Environmental Site-Specific Conditions to be Addressed During Construction			
Category			Inspection Checkpoints (0, 50%, 100%)
Historic Preservation			
[]	[]	City Historic Preservation Commission permits	0, 50%, 100%
	[]	Use of historically acceptable building materials	
	[]	Specific historic building exterior design	
	[]	Setback restrictions	
[X]	Required to report unusual buried cultural materials		When occurs
Floodplain, Elevation and Insurance			
[]	V-zone engineering design standards created		0%
[]	Damaged building is in floodway and must be entirely removed.		0%, 100%
[]	Elevation to required level above BFE.		100%
[]	Opt-in Elevation.		100%
[]	Purchase and maintain NFIP flood insurance		100%
Coastal Zone Management			
[]	Coastal zone management conditions		0%, 100%
Hazardous Materials			
[]	Lead-based paint hazard noted:		
	[]	Assuming present. Requires controls and clearance report	50%, 100%
	[]	LBP testing report results negative	0%
	[]	LBP testing report positive. Requires controls and clearance	50%, 100%
	[]	Demolition debris must go to authorized landfill.	100%
[X]	Asbestos hazard noted:		
	[X]	Assuming present. Requires controls and clearance.	100%
	[]	Asbestos testing report results negative	0%
	[]	Asbestos testing report positive. Requires controls and clearance.	100%
[]	Mold remediation protocol requires controls and clearance		100%
[]	Other hazardous material(s) identified that require mitigation		0%, 100%
[]	Debris present that must be segregated to authorized landfill		Demo or 100%
Other			
[]			0%, 100%
[]			Call FBC
[]			Call FBC
Builder's Pre-Construction Meeting Receipt Acknowledgement			
Builder's Representative			Date:
Builder's Signature			

Fort Bend County Site-Specific Review Checklist

Home Buyout Program

(For use following EA-level environmental broad review for Home Owner Buyout single-family residential buildings)

Contract / Work Order	B-16-DL-48-0001/18-421-000-B130	
Program Name	Fort Bend County CDBG-DR 2016 Flood Allocation Housing Buyout Program	
Applicant Name	[REDACTED]	
Street Address / City	715 San Carlos Rosenberg, TX 77471	
County / Zip	Fort Bend, 77485	
Tax Parcel ID / X,Y Coord	29.575609°, -95.806658°	R112870
Final Notice Publication	{see County level Broad Review} March 13, 2020 – April 1, 2020	
RROF / AUGF Dates	{see County level Broad Review}	4/6/20 and 4/30/20
Project Description	<p>A county-level environmental assessment Broad Review Analysis was completed for GLO's Homeowner Buyout Program. This is a site-specific review for activities eligible under the Program. The following review topics were identified as not requiring further analysis: Airport Hazards, Clean Air, Coastal Barrier Resources; Coastal Zone Management; Endangered Species & Migratory Birds, Environmental Justice, Explosive and Flammable Hazards, Farmland Protection, Flood Insurance Floodplain Management, Noise Abatement and Control, Sole Source Aquifers and Wild and Scenic Rivers.</p> <p>Using the Broad Review, this project is categorized as Buyout. The project site is a vacant lot. The home was badly damaged in the flood and was removed from site. The house was on city water and sewage. A restrictive covenant documentation will be added to the environmental package once the acquisition is complete.</p>	
Construction Actions	<p>Select all actions that will be performed during construction:</p> <p><input type="checkbox"/> Demolishing /removing storm-damaged building</p> <p><input type="checkbox"/> Abandoning or demolishing septic system</p> <p><input checked="" type="checkbox"/> Other – House was removed and site is overgrown with fencing and doghouse or other structure onsite. The house used propane for cooking fuel. Piping may remain. No sign of propane tank onsite during visit.</p> <p>NOTE: If project changes from demolition to reconstruction, environmental review must be conducted for the project to continue; GLO Environmental must be notified and provide written approval before proceeding.</p>	
Environmental Finding	<p><input checked="" type="checkbox"/> The proposed activity conditionally complies with environmental requirements for funding.</p> <p><input type="checkbox"/> The proposed activity does not comply with environmental requirements for funding because (state topic(s) that makes it ineligible).</p>	

GENERAL ENVIRONMENTAL GRANT CONDITIONS FOR BUYOUTS

1. Acquire all required federal, state, and local permits prior to commencement of construction and comply with all permit conditions.
2. If the scope of work of a proposed activity changes significantly, the application for funding must be revised and resubmitted to GLO for reevaluation under NEPA.

Historic Preservation

3. If project construction uncovers significant archaeological deposits (such as Native American pottery, stone tools, bones, or human remains), the applicant agrees to immediately stop all work in that area and inform the Program. Work will not commence again in that area until the Program has conferred with the State Historic Preservation Office (SHPO) and/or Native American Tribes and informed the applicant that work can re-commence.

Migratory Species

4. If project demolition will occur on a existing footprint and clearing of potential migratory bird habitat will occur within 50 feet of the construction site between March 15 and September 15, then a nest survey must be undertaken by a qualified biologist. If nests are identified, then a minimum 50-foot buffer from the work is required until the nest is no longer active. If an active migratory bird nest is incidentally disturbed during clearing, then the contractor shall collect and immediately transport the eggs to a wildlife rehabilitator. The GLO shall be notified of this action by the contractor so it can be placed into the ERR.

Floodplain Management and Flood Insurance

5. Buy-out assistance includes prioritized housing currently located within the 100-year floodplain and areas identified as floodway by approved FEMA Maps. The HUD 8-step decision-making process (24 CFR 55.20) has not been conducted for this project as the project is exempt under 24 CFR 55.12(c) (3). The plan for the proposed project areas is to purchase existing structures located within the 100-year floodplain and floodway to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if: (i) The property is cleared of all existing structures and related improvements; (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

Wetlands Protection and Water Quality

6. Buy-out assistance includes prioritized housing currently located within the 100-year floodplain and areas identified as floodway by approved FEMA Maps. The HUD 8-step decision-making process (24 CFR 55.20) has not been conducted for this project as the project is exempt under 24 CFR 55.12(c) (3). The plan for the proposed project areas is to purchase existing structures located within the 100-year floodplain and floodway to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if: (i) The property is cleared of all existing structures and related improvements; (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.
7. Implement and maintain erosion and sedimentation control measures sufficient to prevent deposition of sediment and eroded soil in onsite and offsite wetlands and waters and to prevent erosion in onsite

and offsite wetlands and waters.

8. Minimize soil compaction by minimizing project ground disturbing activities in vegetated areas, including lawns.

Noise Quality

9. Outfit all heavy equipment with operating mufflers.
10. Comply with the applicable local noise ordinance.
If application site is in a high noise area then use appropriate Green Building Standard methods (see Condition 2) to attenuate.

Air Quality

11. Use water or chemical dust suppressant in exposed areas to control excessive dust.
12. Cover the load compartments of trucks hauling dust-generating materials.
13. Reduce vehicle speed on non-paved areas and keep paved areas clean.
14. Retrofit older equipment with pollution controls.
15. Establish and follow specified procedures for managing contaminated materials discovered or generated during construction.
16. Employ spill mitigation measures immediately upon a spill of fuel or other hazardous material.
17. Minimize idling and ensure that all on-road vehicles and non-road construction equipment operated or visiting the project site comply with all applicable local and county regulations.

Hazardous Materials

18. All activities must comply with federal, state, and local laws and regulations regarding asbestos, including if applicable the following:
 - a. National Emission Standard for Asbestos, standard for demolition and renovation, [40 CFR 61.145](#)
 - b. National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations, [40 CFR 61.150](#)
19. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g., construction and demolition debris, pesticides/herbicides, white goods).
20. All activities must comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR 35(b)(h)(j) and GLO's Lead-Based Paint Mitigation Policy Standard Operating Procedure.
21. Comply with all laws, regulations, and industry standards applicable to aboveground and underground storage tanks.



715 San Carlos Rd., Rosenberg, Texas 77471

Site Specific Checklist

1. Historic Preservation

(36 CFR 800)

A. Programmatic Agreement Review

Above Ground Resources

- ☒ Storm-damaged building was demolished and removed prior to HB application.
- ☐ Project area is exempted from formal SHPO review as storm-damaged residence is outside all designated historic districts and:
 - ☐ has been verified by an architectural historian to be less than 45 years in age (Article V(a)(4) **or**
 - ☐ All project activities meet the following Exemption Allowance(s) listed in Attachment A of the PA.

(Above Ground Review concluded)

Archaeological Resources

- ☒ Project area is exempted from formal SHPO review as there are:
 - ☒ No known archaeology sites on the Sites Atlas within 100 m of the project.
 - ☒ No water features or wetlands within 100 m of the project).

Included review of existing THC tracked information. THC Atlas and NHRP South Region mapped data and a review of existing aerial mapping used for determining area wetlands, See Attachment 5.

*If both Above Ground Resources and Archaeological Resources are checked, the historic preservation review is complete and has a Section 106 finding of **No Historic Properties Affected**. If neither or only one review topic is completed above the remaining topic(s) must be assessed by completing the section following.*

B. Standard Project Review: SHPO/Tribal Consultation Performed

- ☐ No above ground Section 106-defined historic properties in Area of Potential Effects. **No Historic Properties Affected Determination.** SHPO concurrence on file. **(Above Ground Review Concluded)**
- ☐ Individual historic properties or historic districts are located within the Area of Potential Effect.
 - ☐ **No Adverse Effect Determination** (SHPO concurrence on file)
 - Are project conditions required?
 - ☐ **No (Above Ground Review Concluded)**
 - ☐ Yes. Attach conditions. **(Above Ground Review Concluded)**
 - ☐ **Adverse Effect Determination** (SHPO concurrence on file)
 - ☐ Mitigation not possible. **(APPLICATION CANNOT PROCEED)**
 - ☐ Adverse Effect Resolved
 - ☐ Using measure(s) listed in PA (SHPO concurrence on file.)
 - ☐ Separate MOA on file
 - Are project conditions

- ☐ Consultation conducted with SHPO and Native American Tribes (list in comments) for NRHP-eligible archaeological resources.
 - ☐ Project area assessed as having low potential for archaeological resources
 - ☐ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**
 - ☐ Archaeological materials identified in Area of Potential Effect through consultation or fieldwork.
 - ☐ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**.
 - ☐ **No Adverse Effect Determination** (SHPO/THPO concurrence on file)
 - Are project conditions required?
 - ☐ **No (Archaeological Review Concluded)**
 - ☐ Yes. Attach conditions. **(Archaeological Review**

<p>required?</p> <p><input type="checkbox"/> No (Above Ground Review Concluded)</p> <p><input type="checkbox"/> Yes. Attach conditions. (Above Ground Review Concluded)</p> <p><input type="checkbox"/> OTHER (state finding).</p>	<p>Concluded)</p> <p><input type="checkbox"/> Adverse Effect Determination (SHPO/THPO concurrence on file)</p> <p><input type="checkbox"/> Mitigation not possible. (APPLICATION CANNOT PROCEED)</p> <p><input type="checkbox"/> Adverse Effect Resolved</p> <p><input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.)</p> <p><input type="checkbox"/> Separate MOA on file</p> <p>Are project conditions required?</p> <p><input type="checkbox"/> No (Archaeological Review Concluded)</p> <p><input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded)</p> <p><input type="checkbox"/> OTHER (state finding).</p>
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Comments: The project includes removal of two mobile homes and other abandoned vehicles onsite. The existing home structure is a mobile home and according to Fort Bend County CAD the mobile home was placed onsite in 1990. Historic Aerial indicates nothing onsite prior to 1981. Previous use was pasture land. See Attachment 3

2. Wetlands Protection

(EO 11990 and Clean Water Act, especially Section 404)

Are there wetlands or aquatic features present at or adjacent to any proposed application work area?

- ☒ No. There are no wetlands present. Attach appropriate documentation. (Analysis complete)
- ☐ Yes. Will the proposed activity negatively affect the wetland?
- ☐ No. Outside wetlands or mitigation actions will be enacted to avoid wetland impacts. Attach document or site-specific condition outlining why wetland will not be affected. (Analysis complete)
- ☐ Yes. Does activity fall under 24 CFR Section 55.12(c)(3) Inapplicability of 24 CFR part 55 to certain categories of proposed actions.

(c) This part shall not apply to the following categories of proposed HUD actions **(3)** The approval of financial assistance for restoring and preserving the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if:

- (i) The property is cleared of all existing structures and related improvements;
- (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and
- (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

- ☐ Yes. No 8-step required (Analysis complete)
- ☐ No. Possible adverse effect associated with constructing in wetlands.
- ☐ 8-step process complete?
- ☐ Yes. The 8-step decision-making process was completed. Activity complies with EO 11990 and the Clean Water Act. (Analysis complete).
- ☐ No. The 8-step decision-making process was not completed or is not in compliance. **APPLICATION CANNOT PROCEED.** Attach documentation. (Analysis complete)

☐ OTHER (state finding).

Comments: See Attachment 5 for wetland maps. The project is not located within a wetland.

3. Contamination and Toxic Substances

(24 CFR Part 58.5(i)(2))

Please complete all three subsections below.

- ☒ Are hazardous facilities of concern located within the specified review distance? (see policies and procedures document for facilities list and the review radii for database search)
- ☒ No. Provide map. (Subsection Analysis Complete)
- ☐ Yes. Were additional site assessments necessary?
- ☐ No. Attach tables or other documentation that summarize each hazard within the review distance plus an internal report or agency communication that justifies the hazards from the facility do not pose a threat to the property and that no further action is required. (Subsection Analysis Complete)
- ☐ Yes. Study performed and assessment results show that the action site is not affected by hazardous, contaminated or toxic materials from the facility. Attach report. (Subsection Analysis Complete)
- ☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility, but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)
- ☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)
- ☒ Are potential hazards (excluding lead-based paint, asbestos, mold and non-toxic debris – see next subsection) located on the application property?
- ☒ No. (Subsection Analysis Complete)
- ☐ Yes. Were additional site assessments necessary?
- ☐ No. Attach report or agency communication that justifies no further action is required. (Subsection Analysis Complete).
- ☐ Yes. Study results show that application action site is not affected by hazardous, contaminated or toxic materials. Attach report. (Subsection Analysis Complete)
- ☐ Yes. Study results show that application action site is affected by hazardous, contaminated or toxic materials but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)

☐ Yes. Assessment results show that application action site is affected by hazardous, contaminated or toxic materials and no mitigation actions can nullify the condition.

APPLICATION CANNOT PROCEED. (Subsection Analysis Complete)

☒ Are lead-based paint, asbestos, mold or non-toxic debris hazards potentially located on the application property? (Assume yes for LBP on any residence built before 1978 and yes for asbestos on any residence built before 1982).

☒ No. (Subsection Analysis Complete)

☐ Yes. Specify all that apply: ☐ Asbestos ☐ Lead-Based Paint ☐ Mold ☐ Debris

☐ Are hazard controls or additional site assessments required?

☐ No. Attach site inspection report or agency communication that justifies no further action is required. (Subsection Analysis Complete).

☐ Yes. Application must follow appropriate hazard protocols during work on the application site. Add Site-Specific Condition below. (Subsection Analysis Complete)

OTHER (state finding).

Comments: The project area is located within a residential area and no hazards were observed during the site visit on 7/23/20. No other findings were identified. See Attachment 7 Site specific hazardous materials search results. This includes a review of TCEQ map of regulated sites within .5 miles and 1 mile depending on prescribed distances (see Table of data search results and map) as well as a review of EPA data as displayed on the NEPAAssist map.

Fort Bend County Approval

☐ The Site-Specific Review is complete with the condition(s) listed above plus any listed here:

Additional Conditions:

☒ No special conditions other than the general Tier 1 mitigation measures are included for this project.

Marilynn Kindell

Signature County Community Development Program Name

Marilynn Kindell, Director of Programs

Printed County Community Development Program Name & Title

Date: 9/28/20

Environmental Site-Specific Conditions to be Addressed During Construction			
Category			Inspection Checkpoints (0, 50%, 100%)
Historic Preservation			
[]	[]	City Historic Preservation Commission permits	0, 50%, 100%
	[]	Use of historically acceptable building materials	
	[]	Specific historic building exterior design	
	[]	Setback restrictions	
[X]	Required to report unusual buried cultural materials		When occurs
Floodplain, Elevation and Insurance			
[]	V-zone engineering design standards created		0%
[]	Damaged building is in floodway and must be entirely removed.		0%, 100%
[]	Elevation to required level above BFE.		100%
[]	Opt-in Elevation.		100%
[]	Purchase and maintain NFIP flood insurance		100%
Coastal Zone Management			
[]	Coastal zone management conditions		0%, 100%
Hazardous Materials			
[]	Lead-based paint hazard noted:		
	[]	Assuming present. Requires controls and clearance report	50%, 100%
	[]	LBP testing report results negative	0%
	[]	LBP testing report positive. Requires controls and clearance	50%, 100%
	[]	Demolition debris must go to authorized landfill.	100%
[]	Asbestos hazard noted:		
	[]	Assuming present. Requires controls and clearance.	100%
	[]	Asbestos testing report results negative	0%
	[]	Asbestos testing report positive. Requires controls and clearance.	100%
[]	Mold remediation protocol requires controls and clearance		100%
[]	Other hazardous material(s) identified that require mitigation		0%, 100%
[]	Debris present that must be segregated to authorized landfill		Demo or 100%
Other			
[]			Call FBC
[]			Call FBC
[]			Call FBC
Builder's Pre-Construction Meeting Receipt Acknowledgement			
Builder's Representative			Date:
Builder's Signature			

Fort Bend County Site-Specific Review Checklist

Home Buyout Program

(For use following EA-level environmental broad review for Home Owner Buyout single-family residential buildings)

Contract / Work Order	18-523-000	B264
Program Name	Home Buyout	
Applicant Name	[REDACTED]	
Street Address / City	610 and 614 Cay Road	Rosenberg
County / Zip	Fort Bend	77471
Tax Parcel ID / X,Y Coord	R62779	29.571172, -95.80301
Final Notice Publication	March 13, 2020	
RROF / AUGF Dates	April 13, 2020	April 20, 2020
Project Description	<p>A county-level environmental assessment Broad Review Analysis was completed for Fort Bend County's Homeowner Buyout Program. This is a site-specific review for activities eligible under the Program. The following review topics were identified as not requiring further analysis: Airport Hazards, Clean Air, Coastal Barrier Resources; Coastal Zone Management; Endangered Species & Migratory Birds, Environmental Justice, Explosive and Flammable Hazards, Farmland Protection, Flood Insurance Floodplain Management, Noise Abatement and Control, Sole Source Aquifers and Wild and Scenic Rivers.</p> <p>Using the Broad Review, this project is categorized as Buyout. This SSC covers the structures on 610 and 614 Cay Road, now represented under one tax parcel (R62779, 2745-00-001-0090-901). These parcels were previously listed as separate parcels by Fort Bend County CAD: Parcel ID 2745-00-001-0094-901 and Parcel ID 2745-00-001-0090-901. A previously demolished structure foundation exists on the western side of the parcel at 29.571154, -95.803257.</p>	
Construction Actions	<p>Select all actions that will be performed during construction:</p> <p><input checked="" type="checkbox"/> Demolishing /removing storm-damaged building</p> <p><input type="checkbox"/> Abandoning or demolishing septic system</p> <p><input type="checkbox"/> Other – (specify)</p> <p>NOTE: If project changes from demolition to reconstruction, environmental review must be conducted for the project to continue; Fort Bend County must be notified and provide written approval before proceeding.</p>	
Environmental Finding	<p><input checked="" type="checkbox"/> The proposed activity conditionally complies with environmental requirements for funding.</p> <p><input type="checkbox"/> The proposed activity does not comply with environmental requirements for funding because (state topic(s) that makes it ineligible).</p>	



614 Cay Rd. Rosenberg, Texas 77471

NO TRESPASSING
PRIVATE PROPERTY
VIOLATORS WILL BE
PROSECUTED

610 Oak Rd Rosenberg, Texas 77471

GENERAL ENVIRONMENTAL GRANT CONDITIONS FOR CONSTRUCTION

1. Acquire all required federal, state, and local permits prior to commencement of construction and comply with all permit conditions.
2. If the scope of work of a proposed activity changes significantly, the application for funding must be revised and resubmitted to Fort Bend County for reevaluation under NEPA.

Historic Preservation

3. If project construction uncovers significant archaeological deposits (such as Native American pottery, stone tools, bones, or human remains), the applicant agrees to immediately stop all work in that area and inform the Program. Work will not commence again in that area until the Program has conferred with the State Historic Preservation Office (SHPO) and/or Native American Tribes and informed the applicant that work can re-commence.

Migratory Species

4. If project demolition will occur on a existing footprint and clearing of potential migratory bird habitat will occur within 50 feet of the construction site between March 15 and September 15, then a nest survey must be undertaken by a qualified biologist. If nests are identified, then a minimum 50-foot buffer from the work is required until the nest is no longer active. If an active migratory bird nest is incidentally disturbed during clearing, then the contractor shall collect and immediately transport the eggs to a wildlife rehabilitator. Fort Bend County shall be notified of this action by the contractor so it can be placed into the ERR.

Floodplain Management and Flood Insurance

5. Buy-out assistance includes prioritized housing currently located within the 100-year floodplain and areas identified as floodway by approved FEMA Maps. The HUD 8-step decision-making process (24 CFR 55.20) has not been conducted for this project as the project is exempt under 24 CFR 55.12(c) (3). The plan for the proposed project areas is to purchase existing structures located within the 100-year floodplain and floodway to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if: (i) The property is cleared of all existing structures and related improvements; (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

Wetlands Protection and Water Quality

6. Implement and maintain erosion and sedimentation control measures sufficient to prevent deposition of sediment and eroded soil in onsite and offsite wetlands and waters and to prevent erosion in onsite and offsite wetlands and waters.
7. Minimize soil compaction by minimizing project ground disturbing activities in vegetated areas, including lawns.

Noise Quality

8. Outfit all heavy equipment with operating mufflers.
9. Comply with the applicable local noise ordinance.
If application site is in a high noise area then use appropriate Green Building Standard methods (see Condition 2) to attenuate.

Air Quality

10. Use water or chemical dust suppressant in exposed areas to control excessive dust.
11. Cover the load compartments of trucks hauling dust-generating materials.
12. Reduce vehicle speed on non-paved areas and keep paved areas clean.
13. Retrofit older equipment with pollution controls.
14. Establish and follow specified procedures for managing contaminated materials discovered or generated during construction.
15. Employ spill mitigation measures immediately upon a spill of fuel or other hazardous material.
16. Minimize idling and ensure that all on-road vehicles and non-road construction equipment operated or visiting the project site comply with all applicable local and county regulations.

Hazardous Materials

17. All activities must comply with federal, state, and local laws and regulations regarding asbestos, including if applicable the following:
 - a. National Emission Standard for Asbestos, standard for demolition and renovation, 40 CFR 61.145
 - b. National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations, 40 CFR 61.150
18. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g., construction and demolition debris, pesticides/herbicides, white goods).
19. All activities must comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR 35(b)(h)(j) and GLO's Lead-Based Paint Mitigation Policy Standard Operating Procedure.
20. Comply with all laws, regulations, and industry standards applicable to aboveground and underground storage tanks.
21. Comply with all laws, regulations and industry standards applicable to septic systems including tanks and other system piping.

Site Specific Checklist

1. Historic Preservation

(36 CFR 800)

A. Programmatic Agreement Review

Above Ground Resources

- ☐ Storm-damaged building was demolished and removed prior to HB application.
- ☒ Project area is exempted from formal SHPO review as storm-damaged residence is outside all designated historic districts and:
 - ☒ has been verified by an architectural historian to be less than 45 years in age (Article V(a)(4) **or**
 - ☒ is a Manufactured Housing Unit **or**
 - ☐ All project activities meet the following Exemption Allowance(s) listed in Attachment A of the PA.

List Applicable Attachment A Allowance(s)

Name of SOI qualified professional:

Hannah Curry

(Above Ground Review concluded)

Archaeological Resources

- ☒ Project area is exempted from formal SHPO review as there are:
 - ☒ No known archaeology sites on the Sites Atlas within 100 m of the project.
 - ☒ No water features or wetlands within 100 m of the project (check required for Proposed Actions 3 and 4 only).

Name of SOI qualified professional:

John D. Lowe

(Archaeology Review concluded)

*If both Above Ground Resources and Archaeological Resources are checked, the historic preservation review is complete and has a Section 106 finding of **No Historic Properties Affected**. If neither or only one review topic is completed above the remaining topic(s) must be assessed by completing the section following.*

B. Standard Project Review: SHPO/Tribal Consultation Performed

- ☐ No above ground Section 106-defined historic properties in Area of Potential Effects. **No Historic Properties Affected Determination.** SHPO concurrence on file. **(Above Ground Review Concluded)**
- ☐ Individual historic properties or historic districts are located within the Area of Potential Effect.
 - ☐ **No Adverse Effect Determination** (SHPO concurrence on file)
Are project conditions required?
 - ☐ **No (Above Ground Review Concluded)**
 - ☐ Yes. Attach conditions. **(Above Ground Review Concluded)**
 - ☐ **Adverse Effect Determination** (SHPO concurrence on file)
 - ☐ Mitigation not possible.
(APPLICATION CANNOT PROCEED)

- ☐ Consultation conducted with SHPO and Native American Tribes (list in comments) for NRHP-eligible archaeological resources.
 - ☐ Project area assessed as having low potential for archaeological resources
 - ☐ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**
 - ☐ Archaeological materials identified in Area of Potential Effect through consultation or fieldwork.
 - ☐ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**.
 - ☐ **No Adverse Effect Determination** (SHPO/THPO concurrence on file)

<input type="checkbox"/> Adverse Effect Resolved <input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Above Ground Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Above Ground Review Concluded) <input checked="" type="checkbox"/> OTHER (state finding)	Are project conditions required? <input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> Adverse Effect Determination (SHPO/THPO concurrence on file) <input type="checkbox"/> Mitigation not possible. (APPLICATION CANNOT PROCEED) <input type="checkbox"/> Adverse Effect Resolved <input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> OTHER (state finding)
<p>Comments: An SOI-Qualified architectural historian has determined the MHU on 614 Cay was constructed in 1984 based on the CAD record, architectural style of the home, and aerial imagery. The structure is less than 45 years in age, and no known archaeology sites or natural waterbodies are located within 100 meters of the project site. Therefore, the project is exempt from formal SHPO review. See attached figure. The structure on 610 Cay was demolished.</p>	

2. Wetlands Protection

(EO 11990 and Clean Water Act, especially Section 404)

Are there wetlands or aquatic features present at or adjacent to any proposed application work area?

- ☒ No. There are no wetlands present. Attach appropriate documentation. (Analysis complete)
- ☐ Yes. Will the proposed activity negatively affect the wetland?
- ☐ No. Outside wetlands or mitigation actions will be enacted to avoid wetland impacts. Attach document or site-specific condition outlining why wetland will not be affected. (Analysis complete)
- ☐ Yes. Does activity fall under 24 CFR Section 55.12(c)(3) Inapplicability of 24 CFR part 55 to certain categories of proposed actions.
- (c) This part shall not apply to the following categories of proposed HUD actions (3) The approval of financial assistance for restoring and preserving the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if:
- (i) The property is cleared of all existing structures and related improvements; The property is dedicated for permanent use for flood control, wetland protection, parkland, or open space; and
- (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.
- ☐ Yes. No 8-step required (Analysis complete)
- ☐ No. Possible adverse effect associated with constructing in wetlands.
- ☐ 8-step process complete?
- ☐ Yes. The 8-step decision-making process was completed. Activity complies with EO 11990 and the Clean Water Act. (Analysis complete).
- ☐ No. The 8-step decision-making process was not completed or is not in compliance. **APPLICATION CANNOT PROCEED.** Attach documentation. (Analysis complete)
- ☐ OTHER (state finding).

Comments: The proposed project is In Compliance. No wetlands are present on or adjacent to the project site. See attached figure.

3. Contamination and Toxic Substances

(24 CFR Part 58.5(l)(2))

Please complete all three subsections below.

Are hazardous facilities of concern located within the specified review distance? (see policies and procedures document for facilities list and the review radii for database search)

- ☐ No. Provide map. (Subsection Analysis Complete)
- ☒ Yes. Were additional site assessments necessary?
- ☒ No. Attach tables or other documentation that summarize each hazard within the review distance plus an internal report or agency communication that justifies the hazards from the facility do not pose a threat to the property and that no further action is required. (Subsection Analysis Complete)
- ☐ Yes. Study performed and assessment results show that the action site is not affected by hazardous, contaminated or toxic materials from the facility. Attach report. (Subsection Analysis Complete)
- ☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility, but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)

Complete)

- ☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)

Are potential hazards (excluding lead-based paint, asbestos, mold and non-toxic debris – see next subsection) located on the application property?

☒ No. (Subsection Analysis Complete)

☐ Yes. Were additional site assessments necessary?

- ☐ No. Attach report or agency communication that justifies no further action is required. (Subsection Analysis Complete).
- ☐ Yes. Study results show that application action site is not affected by hazardous, contaminated or toxic materials. Attach report. (Subsection Analysis Complete)
- ☐ Yes. Study results show that application action site is affected by hazardous, contaminated or toxic materials but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)
- ☐ Yes. Assessment results show that application action site is affected by hazardous, contaminated or toxic materials and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)

Are lead-based paint, asbestos, mold or non-toxic debris hazards potentially located on the application property? (Assume yes for LBP on any residence built before 1978 and yes for asbestos on any residence built before 1982).

☒ No. (Subsection Analysis Complete)

☐ Yes. Specify all that apply: ☐ Asbestos ☐ Lead-Based Paint ☐ Mold ☐ Debris

Are hazard controls or additional site assessments required?

- ☐ No. Attach site inspection report or agency communication that justifies no further action is required. (Subsection Analysis Complete).
- ☐ Yes. Application must follow appropriate hazard protocols during work on the application site. Add Site-Specific Condition below. (Subsection Analysis Complete)

☐ OTHER (state finding).

Comments: One MSW site was identified within the review radii. No hazards are anticipated. See attached figure and summary table.

Based on the 1984 DOC and project activity, no lead-based paint, asbestos, or mold assessments are required.

Including the 610 and 614 property, the site inspection identified an abandoned boat on a trailer, demolition debris, an old satellite dish, and concrete pillars. Note: if debris containing toxic or hazardous material(s) is removed then the construction inspector should verify with the builder that no spills occurred.

Fort Bend County Approval

☒ The Site-Specific Review is complete with the condition(s) listed above plus any listed here:

Additional Conditions:

1. If vegetation clearing will be performed between March 15 and September 15 within 50 feet of potential habitat, the subject property needs to be evaluated for the presence of migratory bird nests by a qualified biologist. See attached figure and biologist memorandum.
2. If debris containing toxic or hazardous material(s) is removed then the construction inspector should verify with the construction team that no spills occurred.

Signature County Community Development Program Name

Carol Borrego

Printed County Community Development Program Name & Title

Carol Borrego, Director, Fort Bend County Community Development Department

Date: 2/28/2022

Environmental Site-Specific Conditions to be Addressed During Construction			
Category		Inspection Checkpoints (0, 50%, 100%)	
Historic Preservation			
[]	[]	City Historic Preservation Commission permits	0, 50%, 100%
	[]	Use of historically acceptable building materials	
	[]	Specific historic building exterior design	
	[]	Setback restrictions	
[X]	Required to report unusual buried cultural materials		When occurs
Floodplain, Elevation and Insurance			
[]	V-zone engineering design standards created		0%
[]	Damaged building is in floodway and must be entirely removed.		0%, 100%
[X]	Elevation to required level above BFE.		100%
[]	Opt-in Elevation.		100%
[X]	Purchase and maintain NFIP flood insurance		100%
Coastal Zone Management			
[]	Coastal zone management conditions		0%, 100%
Hazardous Materials			
[]	Lead-based paint hazard noted:		
	[]	Assuming present. Requires controls and clearance report	50%, 100%
	[]	LBP testing report results negative	0%
	[]	LBP testing report positive. Requires controls and clearance	50%, 100%
	[]	Demolition debris must go to authorized landfill.	100%
[X]	Asbestos hazard noted:		
	[X]	Assuming present. Requires controls and clearance.	100%
	[]	Asbestos testing report results negative	0%
	[]	Asbestos testing report positive. Requires controls and clearance.	100%
[]	Mold remediation protocol requires controls and clearance		100%
[]	Other hazardous material(s) identified that require mitigation		0%, 100%
[]	Debris present that must be segregated to authorized landfill		Demo or 100%
Other			
[]			Call FBC
[]			Call FBC
[]			Call FBC
Builder's Pre-Construction Meeting Receipt Acknowledgement			
Builder's Representative		Date:	
Builder's Signature			

Fort Bend County Site-Specific Review Checklist

Home Buyout Program

(For use following EA-level environmental broad review for Home Owner Buyout single-family residential buildings)

Contract / Work Order	18-523-000	B264
Program Name	Home Buyout	
Applicant Name	[REDACTED]	
Street Address / City	716 Perry	Rosenberg
County / Zip	Fort Bend	77471
Tax Parcel ID / X,Y Coord	R32745	29.579533, -95.82109
Final Notice Publication	March 13, 2020	
RROF / AUGF Dates	April 13, 2020	April 20, 2020
Project Description	<p>A county-level environmental assessment Broad Review Analysis was completed for Fort Bend's Homeowner Buyout Program. This is a site-specific review for activities eligible under the Program. The following review topics were identified as not requiring further analysis: Airport Hazards, Clean Air, Coastal Barrier Resources; Coastal Zone Management; Endangered Species & Migratory Birds, Environmental Justice, Explosive and Flammable Hazards, Farmland Protection, Flood Insurance Floodplain Management, Noise Abatement and Control, Sole Source Aquifers and Wild and Scenic Rivers.</p> <p>Using the Broad Review, this project is categorized as Buyout. The septic system and water well are in good condition, but not functional due to a broken water pump. Several outbuildings are located on the property. Outbuildings are not included in project activities, and therefore were not assessed.</p>	
Construction Actions	<p>Select all actions that will be performed during construction:</p> <p><input checked="" type="checkbox"/> Demolishing /removing storm-damaged building</p> <p><input checked="" type="checkbox"/> Abandoning or demolishing septic system</p> <p><input type="checkbox"/> Other – {specify}</p> <p>NOTE: If project changes from demolition to reconstruction, environmental review must be conducted for the project to continue; Fort Bend County must be notified and provide written approval before proceeding.</p>	
Environmental Finding	<p><input checked="" type="checkbox"/> The proposed activity conditionally complies with environmental requirements for funding.</p> <p><input type="checkbox"/> The proposed activity does not comply with environmental requirements for funding because (state topic(s) that makes it ineligible).</p>	

NO TRESPASSING
PRIVATE PROPERTY
VIOLATORS WILL BE
PROSECUTED

716 Perry Rd., Rosenberg, Texas 77471 DEMO

GENERAL ENVIRONMENTAL GRANT CONDITIONS FOR CONSTRUCTION

1. Acquire all required federal, state, and local permits prior to commencement of construction and comply with all permit conditions.
2. If the scope of work of a proposed activity changes significantly, the application for funding must be revised and resubmitted to Fort Bend County for reevaluation under NEPA.

Historic Preservation

3. If project construction uncovers significant archaeological deposits (such as Native American pottery, stone tools, bones, or human remains), the applicant agrees to immediately stop all work in that area and inform the Program. Work will not commence again in that area until the Program has conferred with the State Historic Preservation Office (SHPO) and/or Native American Tribes and informed the applicant that work can re-commence.

Migratory Species

4. If project demolition will occur on a existing footprint and clearing of potential migratory bird habitat will occur within 50 feet of the construction site between March 15 and September 15, then a nest survey must be undertaken by a qualified biologist. If nests are identified, then a minimum 50-foot buffer from the work is required until the nest is no longer active. If an active migratory bird nest is incidentally disturbed during clearing, then the contractor shall collect and immediately transport the eggs to a wildlife rehabilitator. Fort Bend County shall be notified of this action by the contractor so it can be placed into the ERR.

Floodplain Management and Flood Insurance

5. Buy-out assistance includes prioritized housing currently located within the 100-year floodplain and areas identified as floodway by approved FEMA Maps. The HUD 8-step decision-making process (24 CFR 55.20) has not been conducted for this project as the project is exempt under 24 CFR 55.12(c) (3). The plan for the proposed project areas is to purchase existing structures located within the 100-year floodplain and floodway to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if: (i) The property is cleared of all existing structures and related improvements; (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

Wetlands Protection and Water Quality

6. Implement and maintain erosion and sedimentation control measures sufficient to prevent deposition of sediment and eroded soil in onsite and offsite wetlands and waters and to prevent erosion in onsite and offsite wetlands and waters.
7. Minimize soil compaction by minimizing project ground disturbing activities in vegetated areas, including lawns.

Noise Quality

8. Outfit all heavy equipment with operating mufflers.
9. Comply with the applicable local noise ordinance.
If application site is in a high noise area then use appropriate Green Building Standard methods (see Condition 2) to attenuate.

Air Quality

10. Use water or chemical dust suppressant in exposed areas to control excessive dust.
11. Cover the load compartments of trucks hauling dust-generating materials.
12. Reduce vehicle speed on non-paved areas and keep paved areas clean.
13. Retrofit older equipment with pollution controls.
14. Establish and follow specified procedures for managing contaminated materials discovered or generated during construction.
15. Employ spill mitigation measures immediately upon a spill of fuel or other hazardous material.
16. Minimize idling and ensure that all on-road vehicles and non-road construction equipment operated or visiting the project site comply with all applicable local and county regulations.

Hazardous Materials

17. All activities must comply with federal, state, and local laws and regulations regarding asbestos, including if applicable the following:
 - a. National Emission Standard for Asbestos, standard for demolition and renovation, [40 CFR 61.145](#)
 - b. National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations, [40 CFR 61.150](#)
18. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g., construction and demolition debris, pesticides/herbicides, white goods).
19. All activities must comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR 35(b)(h)(j) and GLO's Lead-Based Paint Mitigation Policy Standard Operating Procedure.
20. Comply with all laws, regulations, and industry standards applicable to aboveground and underground storage tanks.
21. Comply with all laws, regulations and industry standards applicable to septic systems including tanks and other system piping.

Site Specific Checklist

1. Historic Preservation

(36 CFR 800)

A. Programmatic Agreement Review

Above Ground Resources

- ☐ Storm-damaged building was demolished and removed prior to HB application.
- ☒ Project area is exempted from formal SHPO review as storm-damaged residence is outside all designated historic districts and:
 - ☒ has been verified by an architectural historian to be less than 45 years in age (Article V(a)(4) **or**
 - ☐ is a Manufactured Housing Unit
 - ☐ All project activities meet the following Exemption Allowance(s) listed in Attachment A of the PA.

{List Applicable Attachment A Allowance(s)}

Name of SOI qualified professional:

Erin Edwards

(Above Ground Review concluded)

Archaeological Resources

- ☐ Project area is exempted from formal SHPO review as there are:
 - ☐ No known archaeology sites on the Sites Atlas within 100 m of the project.
 - ☐ No water features or wetlands within 100 m of the project (check required for Proposed Actions 3 and 4 only).

Name of SOI qualified professional:

{Name}

(Archaeology Review concluded)

*If both Above Ground Resources and Archaeological Resources are checked, the historic preservation review is complete and has a Section 106 finding of **No Historic Properties Affected**. If neither or only one review topic is completed above the remaining topic(s) must be assessed by completing the section following.*

B. Standard Project Review: SHPO/Tribal Consultation Performed

- ☐ No above ground Section 106-defined historic properties in Area of Potential Effects. **No Historic Properties Affected Determination.** SHPO concurrence on file. **(Above Ground Review Concluded)**
- ☐ Individual historic properties or historic districts are located within the Area of Potential Effect.
 - ☐ **No Adverse Effect Determination** (SHPO concurrence on file)
 - Are project conditions required?
 - ☐ **No (Above Ground Review Concluded)**
 - ☐ Yes. Attach conditions. **(Above Ground Review Concluded)**
 - ☐ **Adverse Effect Determination** (SHPO concurrence on file)
 - ☐ Mitigation not possible. **(APPLICATION CANNOT PROCEED)**
 - ☐ Adverse Effect Resolved

- ☒ Consultation conducted with SHPO and Native American Tribes (list in comments) for NRHP-eligible archaeological resources.
 - ☒ Project area assessed as having low potential for archaeological resources
 - ☒ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**
 - ☐ Archaeological materials identified in Area of Potential Effect through consultation or fieldwork.
 - ☐ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**.
 - ☐ **No Adverse Effect Determination** (SHPO/THPO concurrence on file)
 - Are project conditions required?

<input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Above Ground Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Above Ground Review Concluded) <input type="checkbox"/> OTHER (state finding).	<input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> Adverse Effect Determination (SHPO/THPO concurrence on file) <input type="checkbox"/> Mitigation not possible. (APPLICATION CANNOT PROCEED) <input type="checkbox"/> Adverse Effect Resolved <input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> OTHER (state finding).
<p>Comments: An SOI-Qualified architectural historian has determined the home was constructed in 1980 based on the CAD record, architectural style of the home, and aerial imagery. The structure is less than 45 years in age and is exempt from formal SHPO review for aboveground resources. SHPO consultation was initiated for archaeological resources; THC concurs No Historic Properties Affected. See attached figures and THC consultation.</p> <p>If cultural materials are encountered during project activities, work must cease in the immediate area and Fort Bend County must be contacted for further instruction. Work can continue where no cultural materials are present.</p>	

2. Wetlands Protection

(EO 11990 and Clean Water Act, especially Section 404)

Are there wetlands or aquatic features present at or adjacent to any proposed application work area?

- ☐ No. There are no wetlands present. Attach appropriate documentation. (Analysis complete)
- ☒ Yes. Will the proposed activity negatively affect the wetland?
- ☒ No. Outside wetlands or mitigation actions will be enacted to avoid wetland impacts. Attach document or site-specific condition outlining why wetland will not be affected. (Analysis complete)
- ☐ Yes. Does activity fall under 24 CFR Section 55.12(c)(3) Inapplicability of 24 CFR part 55 to certain categories of proposed actions.

(c) This part shall not apply to the following categories of proposed HUD actions (3) The approval of financial assistance for restoring and preserving the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if:

- (i) The property is cleared of all existing structures and related improvements;
- (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and
- (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

- ☐ Yes. No 8-step required (Analysis complete)
- ☐ No. Possible adverse effect associated with constructing in wetlands.
- ☐ 8-step process complete?
- ☐ Yes. The 8-step decision-making process was completed. Activity complies with EO 11990 and the Clean Water Act. (Analysis complete).
- ☐ No. The 8-step decision-making process was not completed or is not in compliance. **APPLICATION CANNOT PROCEED.** Attach documentation. (Analysis complete)

☐ OTHER (state finding).

Comments: A freshwater forested/shrub wetland area mapped on the NWI database is located approximately 230 feet northeast of the project building (173 feet northeast of outbuilding) at the northern boundary of the property parcel. See attached figure. Project ground disturbing activities in vegetated areas must be minimized and erosion and sedimentation control measures such as silt fencing implemented to avoid wetlands impacts.

3. Contamination and Toxic Substances

(24 CFR Part 58.5(i)(2))

Please complete all three subsections below.

Are hazardous facilities of concern located within the specified review distance? (see policies and procedures document for facilities list and the review radii for database search)

☒ No. Provide map. (Subsection Analysis Complete)

☐ Yes. Were additional site assessments necessary?

☐ No. Attach tables or other documentation that summarize each hazard within the review distance plus an internal report or agency communication that justifies the hazards from the facility do not pose a threat to the property and that no further action is required. (Subsection Analysis Complete)

☐ Yes. Study performed and assessment results show that the action site is not affected by hazardous, contaminated or toxic materials from the facility. Attach report. (Subsection Analysis Complete)

☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility, but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)

☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)

Are potential hazards (excluding lead-based paint, asbestos, mold and non-toxic debris – see next subsection) located on the application property?

☐ No. (Subsection Analysis Complete)

☒ Yes. Were additional site assessments necessary?

☒ No. Attach report or agency communication that justifies no further action is required. (Subsection Analysis Complete).

☐ Yes. Study results show that application action site is not affected by hazardous, contaminated or toxic materials. Attach report. (Subsection Analysis Complete)

☐ Yes. Study results show that application action site is affected by hazardous, contaminated or toxic materials but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)

☐ Yes. Assessment results show that application action site is affected by hazardous, contaminated or toxic materials and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)

Are lead-based paint, asbestos, mold or non-toxic debris hazards potentially located on the application property? (Assume yes for LBP on any residence built before 1978 and yes for asbestos on any residence built before 1982).

☐ No. (Subsection Analysis Complete)

☒ Yes. Specify all that apply: ☒ Asbestos ☐ Lead-Based Paint ☐ Mold ☐ Debris

Are hazard controls or additional site assessments required?

☐ No. Attach site inspection report or agency communication that justifies no further action is required. (Subsection Analysis Complete).

☒ Yes. Application must follow appropriate hazard protocols during work on the application site. Add Site-Specific Condition below. (Subsection Analysis Complete)

☐ OTHER (state finding).

Comments: No toxic sites were identified within the review radii. See attached figure.

Asbestos containing materials are assumed present based on the 1980 date of construction. Project will require a landfill ticket during the construction phase.

The site inspector noted that the septic system present on the property is in good condition but is currently disconnected due to having no water pump. The water well is also nonfunctional due to no water pump.

Site inspection noted potentially hazardous trees on property. Hazard should be mitigated prior to work on the structure.

Fort Bend County Approval

☒ The Site-Specific Review is complete with the condition(s) listed above plus any listed here:

Additional Conditions:

1. If project activity changes to rehabilitation, then reevaluation of SSC must be performed prior to construction.
2. No historic properties affected. However, if cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact Fort Bend County Division at 512-463-6096 to consult on further actions that may be necessary to protect the cultural remains.
3. If construction activities could impact adjacent wetlands, then project ground disturbing activities in vegetated areas must be minimized and erosion and sedimentation control measures such as silt fencing must be implemented to avoid wetlands impacts.
4. If vegetation clearing will be performed between March 15 and September 15 within 50 feet of potential habitat, the subject property needs to be evaluated for the presence of migratory bird nests by a qualified biologist.
5. Asbestos containing materials are assumed present based on the 1980 date of construction. Project will require a landfill ticket during the construction phase. If the construction intent changes to rehabilitation, then LBP and mold mitigation will be required.

Signature County Community Development Program Name

Carol Borrego

Printed County Community Development Program Name & Title

Carol Borrego, Director, FBC Community Development Dept.

Date: 6/2/2022

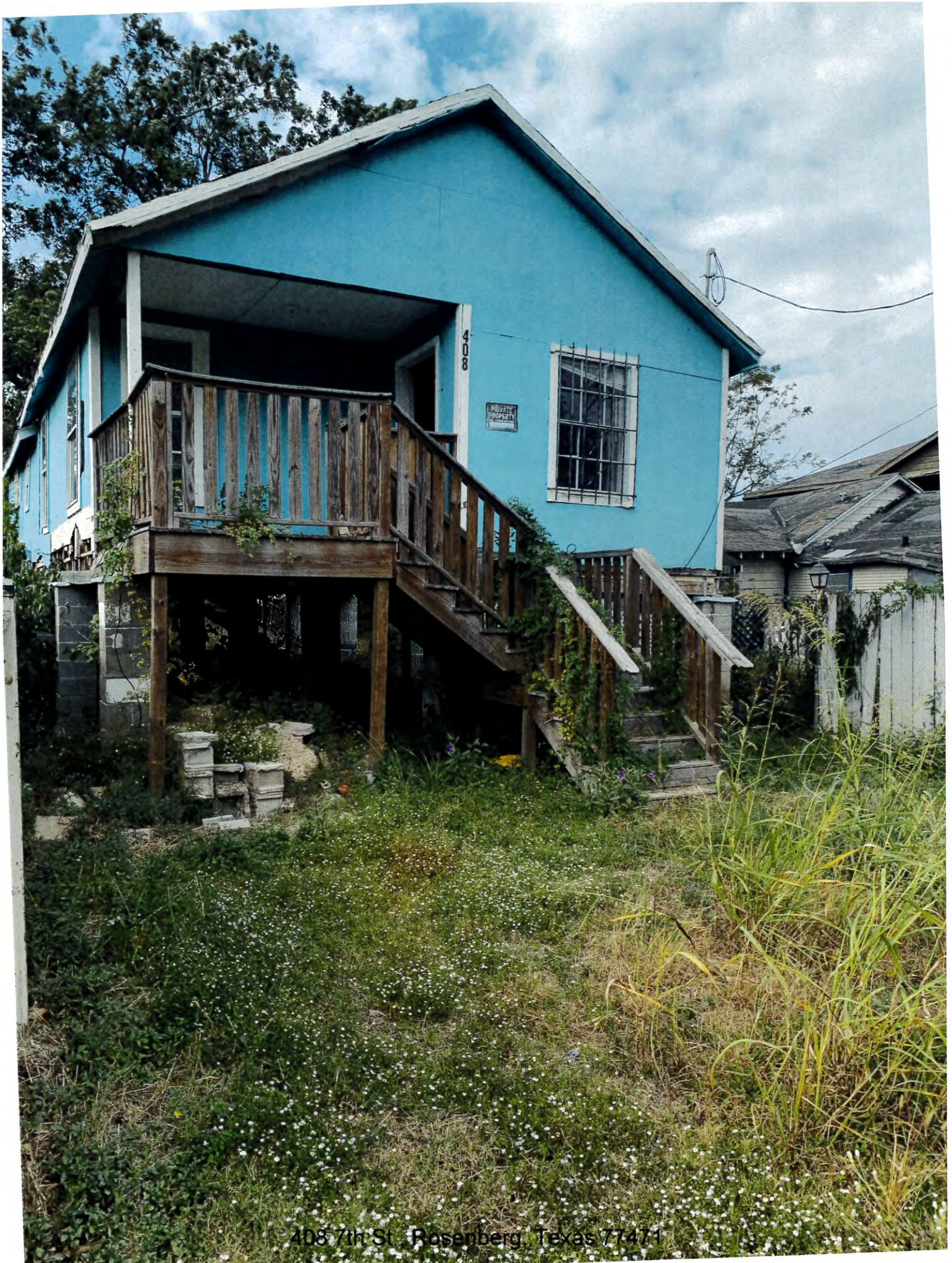
Environmental Site-Specific Conditions to be Addressed During Construction			
Category			Inspection Checkpoints (0, 50%, 100%)
Historic Preservation			
[]	[]	City Historic Preservation Commission permits	0, 50%, 100%
	[]	Use of historically acceptable building materials	
	[]	Specific historic building exterior design	
	[]	Setback restrictions	
[X]	Required to report unusual buried cultural materials		When occurs
Floodplain, Elevation and Insurance			
[]	V-zone engineering design standards created		0%
[]	Damaged building is in floodway and must be entirely removed.		0%, 100%
[]	Elevation to required level above BFE.		100%
[]	Opt-in Elevation.		100%
[]	Purchase and maintain NFIP flood insurance		100%
Coastal Zone Management			
[]	Coastal zone management conditions		0%, 100%
Hazardous Materials			
[]	Lead-based paint hazard noted:		
	[]	Assuming present. Requires controls and clearance report	50%, 100%
	[]	LBP testing report results negative	0%
	[]	LBP testing report positive. Requires controls and clearance	50%, 100%
	[]	Demolition debris must go to authorized landfill.	100%
[X]	Asbestos hazard noted:		
	[X]	Assuming present. Requires controls and clearance.	100%
	[]	Asbestos testing report results negative	0%
	[]	Asbestos testing report positive. Requires controls and clearance.	100%
[]	Mold remediation protocol requires controls and clearance		100%
[]	Other hazardous material(s) identified that require mitigation		0%, 100%
[]	Debris present that must be segregated to authorized landfill		Demo or 100%
Other			
[]			0%, 100%
[]			Call FBC
[]			Call FBC
Builder's Pre-Construction Meeting Receipt Acknowledgement			
Builder's Representative			Date:
Builder's Signature			

Fort Bend County Site-Specific Review Checklist

Home Buyout Program

(For use following EA-level environmental broad review for Home Owner Buyout single-family residential buildings)

Contract / Work Order	18-523-000	B264
Program Name	Home Buyout	
Applicant Name	Veronica Verjes	
Street Address / City	██████████	Rosenberg
County / Zip	Fort Bend	77471
Tax Parcel ID / X,Y Coord	R139749	29.563858, -95.802746
Final Notice Publication	March 13, 2020	
RROF / AUGF Dates	April 13, 2020	April 20, 2020
Project Description	<p>A county-level environmental assessment Broad Review Analysis was completed for Fort Bend's Homeowner Buyout Program. This is a site-specific review for activities eligible under the Program. The following review topics were identified as not requiring further analysis: Airport Hazards, Clean Air, Coastal Barrier Resources; Coastal Zone Management; Endangered Species & Migratory Birds, Environmental Justice, Explosive and Flammable Hazards, Farmland Protection, Flood Insurance Floodplain Management, Noise Abatement and Control, Sole Source Aquifers and Wild and Scenic Rivers.</p> <p>Using the Broad Review, this project is categorized as Buyout. The property is connected to municipal utilities. An outbuilding is located on the property.</p>	
Construction Actions	<p>Select all actions that will be performed during construction:</p> <p><input checked="" type="checkbox"/> Demolishing /removing storm-damaged building</p> <p><input type="checkbox"/> Abandoning or demolishing septic system</p> <p><input type="checkbox"/> Other -- {specify}</p> <p>NOTE: If project changes from demolition to reconstruction, environmental review must be conducted for the project to continue; Fort Bend County must be notified and provide written approval before proceeding.</p>	
Environmental Finding	<p><input checked="" type="checkbox"/> The proposed activity conditionally complies with environmental requirements for funding.</p> <p><input type="checkbox"/> The proposed activity does not comply with environmental requirements for funding because (state topic(s) that makes it ineligible).</p>	



408 7th St. Rosenberg, Texas 77471

GENERAL ENVIRONMENTAL GRANT CONDITIONS FOR CONSTRUCTION

1. Acquire all required federal, state, and local permits prior to commencement of construction and comply with all permit conditions.
2. If the scope of work of a proposed activity changes significantly, the application for funding must be revised and resubmitted to Fort Bend County for reevaluation under NEPA.

Historic Preservation

3. If project construction uncovers significant archaeological deposits (such as Native American pottery, stone tools, bones, or human remains), the applicant agrees to immediately stop all work in that area and inform the Program. Work will not commence again in that area until the Program has conferred with the State Historic Preservation Office (SHPO) and/or Native American Tribes and informed the applicant that work can re-commence.

Migratory Species

4. If project demolition will occur on an existing footprint and clearing of potential migratory bird habitat will occur within 50 feet of the construction site between March 15 and September 15, then a nest survey must be undertaken by a qualified biologist. If nests are identified, then a minimum 50-foot buffer from the work is required until the nest is no longer active. If an active migratory bird nest is incidentally disturbed during clearing, then the contractor shall collect and immediately transport the eggs to a wildlife rehabilitator. Fort Bend County shall be notified of this action by the contractor so it can be placed into the ERR.

Floodplain Management and Flood Insurance

5. Buy-out assistance includes prioritized housing currently located within the 100-year floodplain and areas identified as floodway by approved FEMA Maps. The HUD 8-step decision-making process (24 CFR 55.20) has not been conducted for this project as the project is exempt under 24 CFR 55.12(c) (3). The plan for the proposed project areas is to purchase existing structures located within the 100-year floodplain and floodway to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if: (i) The property is cleared of all existing structures and related improvements; (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

Wetlands Protection and Water Quality

6. Implement and maintain erosion and sedimentation control measures sufficient to prevent deposition of sediment and eroded soil in onsite and offsite wetlands and waters and to prevent erosion in onsite and offsite wetlands and waters.
7. Minimize soil compaction by minimizing project ground disturbing activities in vegetated areas, including lawns.

Noise Quality

8. Outfit all heavy equipment with operating mufflers.
9. Comply with the applicable local noise ordinance.
If application site is in a high noise area then use appropriate Green Building Standard methods (see Condition 2) to attenuate.

Air Quality

10. Use water or chemical dust suppressant in exposed areas to control excessive dust.
11. Cover the load compartments of trucks hauling dust-generating materials.
12. Reduce vehicle speed on non-paved areas and keep paved areas clean.
13. Retrofit older equipment with pollution controls.
14. Establish and follow specified procedures for managing contaminated materials discovered or generated during construction.
15. Employ spill mitigation measures immediately upon a spill of fuel or other hazardous material.
16. Minimize idling and ensure that all on-road vehicles and non-road construction equipment operated or visiting the project site comply with all applicable local and county regulations.

Hazardous Materials

17. All activities must comply with federal, state, and local laws and regulations regarding asbestos, including if applicable the following:
 - a. National Emission Standard for Asbestos, standard for demolition and renovation, 40 CFR 61.145
 - b. National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations, 40 CFR 61.150
18. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g., construction and demolition debris, pesticides/herbicides, white goods).
19. All activities must comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR 35(b)(h)(j) and GLO's Lead-Based Paint Mitigation Policy Standard Operating Procedure.
20. Comply with all laws, regulations, and industry standards applicable to aboveground and underground storage tanks.
21. Comply with all laws, regulations and industry standards applicable to septic systems including tanks and other system piping.

Site Specific Checklist

1. Historic Preservation

(36 CFR 800)

A. Programmatic Agreement Review

Above Ground Resources

- ☐ Storm-damaged building was demolished and removed prior to HB application.
- ☐ Project area is exempted from formal SHPO review as storm-damaged residence is outside all designated historic districts and:
 - ☐ has been verified by an architectural historian to be less than 45 years in age (Article V(a)(4) **or**
 - ☐ is a Manufactured Housing Unit
 - ☐ All project activities meet the following Exemption Allowance(s) listed in Attachment A of the PA.

{List Applicable Attachment A Allowance(s)}

Name of SOI qualified professional:

{Name}

(Above Ground Review concluded)

Archaeological Resources

- ☐ Project area is exempted from formal SHPO review as there are:
 - ☐ No known archaeology sites on the Sites Atlas within 100 m of the project.
 - ☐ No water features or wetlands within 100 m of the project (check required for Proposed Actions 3 and 4 only).

Name of SOI qualified professional:

{Name}

(Archaeology Review concluded)

*If both Above Ground Resources and Archaeological Resources are checked, the historic preservation review is complete and has a Section 106 finding of **No Historic Properties Affected**. If neither or only one review topic is completed above the remaining topic(s) must be assessed by completing the section following.*

B. Standard Project Review: SHPO/Tribal Consultation Performed

- ☒ No above ground Section 106-defined historic properties in Area of Potential Effects. **No Historic Properties Affected Determination.** SHPO concurrence on file. **(Above Ground Review Concluded)**
- ☐ Individual historic properties or historic districts are located within the Area of Potential Effect.
 - ☐ **No Adverse Effect Determination** (SHPO concurrence on file)
Are project conditions required?
 - ☐ No **(Above Ground Review Concluded)**
 - ☐ Yes. Attach conditions. **(Above Ground Review Concluded)**
 - ☐ **Adverse Effect Determination** (SHPO concurrence on file)
 - ☐ Mitigation not possible. **(APPLICATION CANNOT PROCEED)**
 - ☐ Adverse Effect Resolved

- ☒ Consultation conducted with SHPO and Native American Tribes (list in comments) for NRHP-eligible archaeological resources.
 - ☒ Project area assessed as having low potential for archaeological resources
 - ☒ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**
 - ☐ Archaeological materials identified in Area of Potential Effect through consultation or fieldwork.
 - ☐ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**
 - ☐ **No Adverse Effect Determination** (SHPO/THPO concurrence on file)
Are project conditions required?

<input checked="" type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Above Ground Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Above Ground Review Concluded) <input type="checkbox"/> OTHER (state finding).	<input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> Adverse Effect Determination (SHPO/THPO concurrence on file) <input type="checkbox"/> Mitigation not possible. (APPLICATION CANNOT PROCEED) <input type="checkbox"/> Adverse Effect Resolved <input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> OTHER (state finding).
<p>Comments: An SOI-Qualified architectural historian has determined the home was constructed in 1940 based on the CAD record, architectural style of the home, and aerial imagery. THC consultation was initiated for above-ground resources and archeological resources for this property as part of the GLO's Homeowner Assistance Program on November 16, 2021; THC concurred there would be No Historic Properties Affected. See attached figure and THC consultation. This property has since changed to the Buyout Program. As demolition was included in the original undertaking submitted to THC, no additional consultation will be required. Please note, the THC correspondence incorrectly referenced the HARP and buyout programs; however, THC reviewed and concurred with the property information, which is accurate.</p> <p>No historic properties are present or affected by the project as proposed. However, if buried cultural materials or historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area and Fort Bend County must be contacted for further instruction; work can continue where no cultural materials or historic properties are present.</p> <p>No historic properties are affected. However, if cultural materials are encountered during project activities, work must cease in the immediate area and Fort Bend County must be contacted for further instruction. Work can continue where no cultural materials are present.</p>	

2. Wetlands Protection

(EO 11990 and Clean Water Act, especially Section 404)

Are there wetlands or aquatic features present at or adjacent to any proposed application work area?

- ☐ No. There are no wetlands present. Attach appropriate documentation. (Analysis complete)
- ☒ Yes. Will the proposed activity negatively affect the wetland?
- ☒ No. Outside wetlands or mitigation actions will be enacted to avoid wetland impacts. Attach document or site-specific condition outlining why wetland will not be affected. (Analysis complete)
- ☐ Yes. Does activity fall under 24 CFR Section 55.12(c)(3) Inapplicability of 24 CFR part 55 to certain categories of proposed actions.

(c) This part shall not apply to the following categories of proposed HUD actions (3) The approval of financial assistance for restoring and preserving the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if:

(i) The property is cleared of all existing structures and related improvements; The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

- ☐ Yes. No 8-step required (Analysis complete)
- ☐ No. Possible adverse effect associated with constructing in wetlands.
- ☐ 8-step process complete?
- ☐ Yes. The 8-step decision-making process was completed. Activity complies with EO 11990 and the Clean Water Act. (Analysis complete).
- ☐ No. The 8-step decision-making process was not completed or is not in compliance. **APPLICATION CANNOT PROCEED.** Attach documentation. (Analysis complete)

☐ OTHER (state finding).

Comments: A riverine wetland area mapped on the NWI database is located approximately 96 feet west of the project building at the western boundary of the property parcel. See attached figure. Project ground disturbing activities in vegetated areas must be minimized and erosion and sedimentation control measures such as silt fencing implemented to avoid wetlands impacts.

3. Contamination and Toxic Substances

(24 CFR Part 58.5(l)(2))

Please complete all three subsections below.

Are hazardous facilities of concern located within the specified review distance? (see policies and procedures document for facilities list and the review radii for database search)

☐ No. Provide map. (Subsection Analysis Complete)

☒ Yes. Were additional site assessments necessary?

☒ No. Attach tables or other documentation that summarize each hazard within the review distance plus an internal report or agency communication that justifies the hazards from the facility do not pose a threat to the property and that no further action is required. (Subsection Analysis Complete)

☐ Yes. Study performed and assessment results show that the action site is not affected by hazardous, contaminated or toxic materials from the facility. Attach report. (Subsection Analysis Complete)

☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility, but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)

☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)

Are potential hazards (excluding lead-based paint, asbestos, mold and non-toxic debris – see next subsection) located on the application property?

☒ No. (Subsection Analysis Complete)

☐ Yes. Were additional site assessments necessary?

☐ No. Attach report or agency communication that justifies no further action is required. (Subsection Analysis Complete).

- ☐ Yes. Study results show that application action site is not affected by hazardous, contaminated or toxic materials. Attach report. (Subsection Analysis Complete)
- ☐ Yes. Study results show that application action site is affected by hazardous, contaminated or toxic materials but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)
- ☐ Yes. Assessment results show that application action site is affected by hazardous, contaminated or toxic materials and no mitigation actions can nullify the condition.
APPLICATION CANNOT PROCEED. (Subsection Analysis Complete)

Are lead-based paint, asbestos, mold or non-toxic debris hazards potentially located on the application property? (Assume yes for LBP on any residence built before 1978 and yes for asbestos on any residence built before 1982).

- ☐ No. (Subsection Analysis Complete)
- ☒ Yes. Specify all that apply: ☒ Asbestos ☐ Lead-Based Paint ☐ Mold ☐ Debris

Are hazard controls or additional site assessments required?

- ☐ No. Attach site inspection report or agency communication that justifies no further action is required. (Subsection Analysis Complete).
- ☒ Yes. Application must follow appropriate hazard protocols during work on the application site. Add Site-Specific Condition below. (Subsection Analysis Complete)
- ☐ OTHER (state finding).

Comments: Three RCRA's, two LPST's, one DCRP, one closed MSW, and one IHWCA were identified within the review radii. No hazards are anticipated. See attached figure and summary table.

Asbestos containing materials are assumed present based on the 1940 date of construction. Project will require a landfill ticket during the construction phase. Although LBP and mold are likely present, mitigation will not be required as reconstruction will remove the hazards. If the construction intent changes to rehabilitation, then LBP and mold mitigation will be required.

The site inspection identified paint, construction debris and household debris on the property. Debris must be removed if it: (i) blocks the entry or exit to the site; (ii) prevents access to the dwelling; and/or (iii) it holds an uncontained hazardous or toxic material that could physically harm people living on the property. Removal of other debris can be coordinated between the landowner and the builder on a case-by-case basis. Note: if debris containing toxic or hazardous material(s) is removed then the construction inspector should verify with the builder that no spills occurred.

Fort Bend County Approval

☒ The Site-Specific Review is complete with the condition(s) listed above plus any listed here:

Additional Conditions:

1. No historic properties are present or affected by the project as proposed. However, if historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area and Fort Bend County must be contacted for further instruction; work can continue where no historic properties are present.
2. If cultural materials are encountered during project activities, work must cease in the immediate area and Fort Bend County must be contacted for further instruction. Work can continue where no cultural materials are present.
3. If construction activities could impact adjacent wetlands, then project ground disturbing activities in vegetated areas must be minimized and erosion and sedimentation control measures such as silt fencing must be implemented to avoid wetlands impacts.
4. If vegetation clearing will be performed between March 15 and September 15 within 50 feet of potential habitat, the subject property needs to be evaluated for the presence of migratory bird nests by a qualified biologist.
5. Asbestos containing materials are assumed present based on the 1940 date of construction. Project will require a landfill ticket during the construction phase. If the construction intent changes to rehabilitation, then LBP and mold mitigation will be required.

Signature County Community Development Program Name



Printed County Community Development Program Name & Title

Carol Borrego, Director, Fort Bend County Community Development Department

Date:

9/5/2023

Environmental Site-Specific Conditions to be Addressed During Construction			
Category		Inspection Checkpoints (0, 50%, 100%)	
Historic Preservation			
[]	[]	City Historic Preservation Commission permits	0, 50%, 100%
	[]	Use of historically acceptable building materials	
	[]	Specific historic building exterior design	
	[]	Setback restrictions	
[X]	Required to report unusual buried cultural materials		When occurs
Floodplain, Elevation and Insurance			
[]	V-zone engineering design standards created		0%
[]	Damaged building is in floodway and must be entirely removed.		0%, 100%
[]	Elevation to required level above BFE.		100%
[]	Opt-in Elevation.		100%
[]	Purchase and maintain NFIP flood insurance		100%
Coastal Zone Management			
[]	Coastal zone management conditions		0%, 100%
Hazardous Materials			
[]	Lead-based paint hazard noted:		
	[]	Assuming present. Requires controls and clearance report	50%, 100%
	[]	LBP testing report results negative	0%
	[]	LBP testing report positive. Requires controls and clearance	50%, 100%
	[]	Demolition debris must go to authorized landfill.	100%
[X]	Asbestos hazard noted:		
	[X]	Assuming present. Requires controls and clearance.	100%
	[]	Asbestos testing report results negative	0%
	[]	Asbestos testing report positive. Requires controls and clearance.	100%
[]	Mold remediation protocol requires controls and clearance		100%
[]	Other hazardous material(s) identified that require mitigation		0%, 100%
[]	Debris present that must be segregated to authorized landfill		Demo or 100%
Other			
[]			Call FBC
[]			Call FBC
[]			Call FBC
Builder's Pre-Construction Meeting Receipt Acknowledgement			
Builder's Representative		Date:	
Builder's Signature			

Fort Bend County Site-Specific Review Checklist

Home Buyout Program

(For use following EA-level environmental broad review for Home Owner Buyout single-family residential buildings)

Contract / Work Order	18-523-000	B264
Program Name	Home Buyout	
Applicant Name	[REDACTED]	
Street Address / City	36721 Buckboard	Simonton
County / Zip	Fort Bend	77485
Tax Parcel ID / X,Y Coord	R54327	29.684024, -95.998592
Final Notice Publication	March 13, 2020	
RROF / AUGF Dates	April 13, 2020	April 20, 2020
Project Description	<p>A county-level environmental assessment Broad Review Analysis was completed for Fort Bend's Homeowner Buyout Program. This is a site-specific review for activities eligible under the Program. The following review topics were identified as not requiring further analysis: Airport Hazards, Clean Air, Coastal Barrier Resources; Coastal Zone Management; Endangered Species & Migratory Birds, Environmental Justice, Explosive and Flammable Hazards, Farmland Protection, Flood Insurance Floodplain Management, Noise Abatement and Control, Sole Source Aquifers and Wild and Scenic Rivers.</p> <p>Using the Broad Review, this project is categorized as Buyout. A septic system and water well are present, both in good condition. An outbuilding is located on the property.</p>	
Construction Actions	<p>Select all actions that will be performed during construction:</p> <p><input checked="" type="checkbox"/> Demolishing /removing storm-damaged building</p> <p><input checked="" type="checkbox"/> Abandoning or demolishing septic system</p> <p><input type="checkbox"/> Other – {specify}</p> <p>NOTE: If project changes from demolition to reconstruction, environmental review must be conducted for the project to continue; Fort Bend County must be notified and provide written approval before proceeding.</p>	
Environmental Finding	<p><input checked="" type="checkbox"/> The proposed activity conditionally complies with environmental requirements for funding.</p> <p><input type="checkbox"/> The proposed activity does not comply with environmental requirements for funding because (state topic(s) that makes it ineligible).</p>	



GENERAL ENVIRONMENTAL GRANT CONDITIONS FOR CONSTRUCTION

1. Acquire all required federal, state, and local permits prior to commencement of construction and comply with all permit conditions.
2. If the scope of work of a proposed activity changes significantly, the application for funding must be revised and resubmitted to Fort Bend County for reevaluation under NEPA.

Historic Preservation

3. If project construction uncovers significant archaeological deposits (such as Native American pottery, stone tools, bones, or human remains), the applicant agrees to immediately stop all work in that area and inform the Program. Work will not commence again in that area until the Program has conferred with the State Historic Preservation Office (SHPO) and/or Native American Tribes and informed the applicant that work can re-commence.

Migratory Species

4. If project demolition will occur on a existing footprint and clearing of potential migratory bird habitat will occur within 50 feet of the construction site between March 15 and September 15, then a nest survey must be undertaken by a qualified biologist. If nests are identified, then a minimum 50-foot buffer from the work is required until the nest is no longer active. If an active migratory bird nest is incidentally disturbed during clearing, then the contractor shall collect and immediately transport the eggs to a wildlife rehabilitator. Fort Bend County shall be notified of this action by the contractor so it can be placed into the ERR.

Floodplain Management and Flood Insurance

5. Buy-out assistance includes prioritized housing currently located within the 100-year floodplain and areas identified as floodway by approved FEMA Maps. The HUD 8-step decision-making process (24 CFR 55.20) has not been conducted for this project as the project is exempt under 24 CFR 55.12(c) (3). The plan for the proposed project areas is to purchase existing structures located within the 100-year floodplain and floodway to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if: (i) The property is cleared of all existing structures and related improvements; (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

Wetlands Protection and Water Quality

6. Implement and maintain erosion and sedimentation control measures sufficient to prevent deposition of sediment and eroded soil in onsite and offsite wetlands and waters and to prevent erosion in onsite and offsite wetlands and waters.
7. Minimize soil compaction by minimizing project ground disturbing activities in vegetated areas, including lawns.

Noise Quality

8. Outfit all heavy equipment with operating mufflers.
9. Comply with the applicable local noise ordinance.
If application site is in a high noise area then use appropriate Green Building Standard methods (see Condition 2) to attenuate.

Air Quality

10. Use water or chemical dust suppressant in exposed areas to control excessive dust.
11. Cover the load compartments of trucks hauling dust-generating materials.
12. Reduce vehicle speed on non-paved areas and keep paved areas clean.
13. Retrofit older equipment with pollution controls.
14. Establish and follow specified procedures for managing contaminated materials discovered or generated during construction.
15. Employ spill mitigation measures immediately upon a spill of fuel or other hazardous material.
16. Minimize idling and ensure that all on-road vehicles and non-road construction equipment operated or visiting the project site comply with all applicable local and county regulations.

Hazardous Materials

17. All activities must comply with federal, state, and local laws and regulations regarding asbestos, including if applicable the following:
 - a. National Emission Standard for Asbestos, standard for demolition and renovation, 40 CFR 61.145
 - b. National Emission Standard for Asbestos, standard for waste disposal for manufacturing, fabricating, demolition, and spraying operations, 40 CFR 61.150
18. Applicant must comply with all laws and regulations concerning the proper handling, removal and disposal of hazardous materials (e.g. asbestos, lead-based paint) or household waste (e.g., construction and demolition debris, pesticides/herbicides, white goods).
19. All activities must comply with applicable federal, state, and local laws and regulations regarding lead-based paint, including but not limited to HUD's lead-based paint regulations in 24 CFR 35(b)(h)(j) and GLO's Lead-Based Paint Mitigation Policy Standard Operating Procedure.
20. Comply with all laws, regulations, and industry standards applicable to aboveground and underground storage tanks.
21. Comply with all laws, regulations and industry standards applicable to septic systems including tanks and other system piping.

Site Specific Checklist

1. Historic Preservation

(36 CFR 800)

A. Programmatic Agreement Review

Above Ground Resources

- ☐ Storm-damaged building was demolished and removed prior to HB application.
- ☐ Project area is exempted from formal SHPO review as storm-damaged residence is outside all designated historic districts and:
 - ☐ has been verified by an architectural historian to be less than 45 years in age (Article V(a)(4) **or**
 - ☐ is a Manufactured Housing Unit
 - ☐ All project activities meet the following Exemption Allowance(s) listed in Attachment A of the PA.

{List Applicable Attachment A Allowance(s)}

Name of SOI qualified professional:

{Name}

(Above Ground Review concluded)

Archaeological Resources

- ☐ Project area is exempted from formal SHPO review as there are:
 - ☐ No known archaeology sites on the Sites Atlas within 100 m of the project.
 - ☐ No water features or wetlands within 100 m of the project (check required for Proposed Actions 3 and 4 only).

Name of SOI qualified professional:

{Name}

(Archaeology Review concluded)

*If both Above Ground Resources and Archaeological Resources are checked, the historic preservation review is complete and has a Section 106 finding of **No Historic Properties Affected**. If neither or only one review topic is completed above the remaining topic(s) must be assessed by completing the section following.*

B. Standard Project Review: SHPO/Tribal Consultation Performed

- ☒ No above ground Section 106-defined historic properties in Area of Potential Effects. **No Historic Properties Affected Determination.** SHPO concurrence on file. **(Above Ground Review Concluded)**
- ☐ Individual historic properties or historic districts are located within the Area of Potential Effect.
 - ☐ **No Adverse Effect Determination** (SHPO concurrence on file)
Are project conditions required?
 - ☐ **No (Above Ground Review Concluded)**
 - ☐ Yes. Attach conditions. **(Above Ground Review Concluded)**
 - ☐ **Adverse Effect Determination** (SHPO concurrence on file)
 - ☐ Mitigation not possible. **(APPLICATION CANNOT PROCEED)**
 - ☐ Adverse Effect Resolved

- ☒ Consultation conducted with SHPO and Native American Tribes (list in comments) for NRHP-eligible archaeological resources.
 - ☒ Project area assessed as having low potential for archaeological resources
 - ☒ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**
 - ☐ Archaeological materials identified in Area of Potential Effect through consultation or fieldwork.
 - ☐ **No Historic Properties Affected Determination** (SHPO/THPO concurrence or consultation on file). **(Archaeological Review Concluded)**.
 - ☐ **No Adverse Effect Determination** (SHPO/THPO concurrence on file)
Are project conditions required?

<input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Above Ground Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Above Ground Review Concluded) <input type="checkbox"/> OTHER (state finding).	<input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> Adverse Effect Determination (SHPO/THPO concurrence on file) <input type="checkbox"/> Mitigation not possible. (APPLICATION CANNOT PROCEED) <input type="checkbox"/> Adverse Effect Resolved <input type="checkbox"/> Using measure(s) listed in PA (SHPO concurrence on file.) <input type="checkbox"/> Separate MOA on file Are project conditions required? <input type="checkbox"/> No (Archaeological Review Concluded) <input type="checkbox"/> Yes. Attach conditions. (Archaeological Review Concluded) <input type="checkbox"/> OTHER (state finding).
<p>Comments: An SOI-Qualified architectural historian has determined the home was constructed in 1975 based on the CAD record, architectural style of the home, and aerial imagery. THC consultation was initiated for aboveground resources and archaeological resources; THC concurs No Historic Properties Affected. See attached figure and THC consultation.</p> <p>No historic properties are present or affected by the project as proposed. However, if historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area and Fort Bend County must be contacted for further instruction; work can continue where no historic properties are present. If cultural materials are encountered during project activities, work must cease in the immediate area and Fort Bend County must be contacted for further instruction. Work can continue where no cultural materials are present.</p>	

2. Wetlands Protection

(EO 11990 and Clean Water Act, especially Section 404)

Are there wetlands or aquatic features present at or adjacent to any proposed application work area?

- ☐ No. There are no wetlands present. Attach appropriate documentation. (Analysis complete)
- ☒ Yes. Will the proposed activity negatively affect the wetland?
- ☒ No. Outside wetlands or mitigation actions will be enacted to avoid wetland impacts. Attach document or site-specific condition outlining why wetland will not be affected. (Analysis complete)
- ☐ Yes. Does activity fall under 24 CFR Section 55.12(c)(3) Inapplicability of 24 CFR part 55 to certain categories of proposed actions.

(c) This part shall not apply to the following categories of proposed HUD actions (3) The approval of financial assistance for restoring and preserving the natural and beneficial functions and values of floodplains and wetlands, including through acquisition of such floodplain and wetland property, but only if:

- (i) The property is cleared of all existing structures and related improvements;
- (ii) The property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and
- (iii) A permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

☐ Yes. No 8-step required (Analysis complete)

☐ No. Possible adverse effect associated with constructing in wetlands.

☐ 8-step process complete?

☐ Yes. The 8-step decision-making process was completed. Activity complies with EO 11990 and the Clean Water Act. (Analysis complete).

☐ No. The 8-step decision-making process was not completed or is not in compliance. **APPLICATION CANNOT PROCEED.** Attach documentation. (Analysis complete)

☐ OTHER (state finding).

Comments: A riverine wetland area mapped on the NWI database is located approximately 130 feet south of the project outbuilding (93 feet south of the project outbuilding) at the southern boundary of the property parcel. See attached figure. Project ground disturbing activities in vegetated areas must be minimized and erosion and sedimentation control measures such as silt fencing implemented to avoid wetlands impacts.

3. Contamination and Toxic Substances

(24 CFR Part 58.5(l)(2))

Please complete all three subsections below.

Are hazardous facilities of concern located within the specified review distance? (see policies and procedures document for facilities list and the review radii for database search)

- ☒ No. Provide map. (Subsection Analysis Complete)
- ☐ Yes. Were additional site assessments necessary?
- ☐ No. Attach tables or other documentation that summarize each hazard within the review distance plus an internal report or agency communication that justifies the hazards from the facility do not pose a threat to the property and that no further action is required. (Subsection Analysis Complete)
 - ☐ Yes. Study performed and assessment results show that the action site is not affected by hazardous, contaminated or toxic materials from the facility. Attach report. (Subsection Analysis Complete)
 - ☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility, but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)
 - ☐ Yes. Study performed and assessment results show that the action site is affected by hazardous, contaminated or toxic materials from the facility and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)

Are potential hazards (excluding lead-based paint, asbestos, mold and non-toxic debris – see next subsection) located on the application property?

- ☐ No. (Subsection Analysis Complete)
- ☒ Yes. Were additional site assessments necessary?
- ☒ No. Attach report or agency communication that justifies no further action is required. (Subsection Analysis Complete).
 - ☐ Yes. Study results show that application action site is not affected by hazardous, contaminated or toxic materials. Attach report. (Subsection Analysis Complete)
 - ☐ Yes. Study results show that application action site is affected by hazardous, contaminated or toxic materials but appropriate mitigation actions will nullify the condition. Attach report with mitigation requirements. (Subsection Analysis Complete)
 - ☐ Yes. Assessment results show that application action site is affected by hazardous, contaminated or toxic materials and no mitigation actions can nullify the condition. **APPLICATION CANNOT PROCEED.** (Subsection Analysis Complete)

Are lead-based paint, asbestos, mold or non-toxic debris hazards potentially located on the application property? (Assume yes for LBP on any residence built before 1978 and yes for asbestos on any residence built before 1982).

- ☐ No. (Subsection Analysis Complete)
- ☒ Yes. Specify all that apply: ☒ Asbestos ☐ Lead-Based Paint ☐ Mold ☐ Debris

Are hazard controls or additional site assessments required?

- ☐ No. Attach site inspection report or agency communication that justifies no further action is required. (Subsection Analysis Complete).
- ☒ Yes. Application must follow appropriate hazard protocols during work on the application site. Add Site-Specific Condition below. (Subsection Analysis Complete)

☐ OTHER (state finding).

Comments: No toxic sites were identified within the review radii. See attached figure.

Asbestos containing materials are assumed present based on the 1975 date of construction. Project will require a landfill ticket during the construction phase. As a reconstruction activity, the project is exempt from lead-based paint and mold assessment; however, if project changes to rehabilitation, then reevaluation of lead-based paint and mold hazards would be required.

The site inspector noted two old burn piles at the back of the property and potentially hazardous trees on property. Hazard should be mitigated prior to work on the structure.

Fort Bend County Approval

☒ The Site-Specific Review is complete with the condition(s) listed above plus any listed here:

Additional Conditions:

1. If project activity changes to rehabilitation or reconstruction, then reevaluation of SSC must be performed prior to construction.
2. No historic properties are present or affected by the project as proposed. However, if historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area and Fort Bend County must be contacted for further instruction; work can continue where no historic properties are present.
3. If cultural materials are encountered during project activities, work must cease in the immediate area and Fort Bend County must be contacted for further instruction. Work can continue where no cultural materials are present.
4. If construction activities could impact adjacent wetlands, then project ground disturbing activities in vegetated areas must be minimized and erosion and sedimentation control measures such as silt fencing must be implemented to avoid wetlands impacts.
5. If vegetation clearing will be performed between March 15 and September 15 within 50 feet of potential habitat, the subject property needs to be evaluated for the presence of migratory bird nests by a qualified biologist.
6. Asbestos containing materials are assumed present based on the 1975 date of construction. Project will require a landfill ticket during the construction phase. If the construction intent changes to rehabilitation, then LBP and mold mitigation will be required.

Signature County Community Development Program Name

Carol Borrego

Printed County Community Development Program Name & Title

Carol Borrego, Director, Fort Bend County Community Development Department

Date: 6/27/2022

LEAD-BASED PAINT INSPECTION REPORT

Lead Paint Inspection Services, Inc.

6919 Pine Vista Lane • Houston, TX 77092

Tel 832-840-7887 Email: Phil_Valdez@att.net

Project # 2056



Project Address:

36721 Buckboard Road

Simonton, TX 77485

Prepared For:

EDP Engineers & Inspectors

281-416-9660

3 Sugar Creek Center

Sugarland, TX 77478

LPSI, INC.

TEST SUMMARY

ONE (1) Residential Structure were inspected by XRF analysis for lead based based paint (Living Room Floor Only). **There were ZERO (0) painted components that exceeded federal, state and local lead action levels, verified by the XRF On-Site Evaluation Report ZERO (0) painted components were found to have lead content in excess of 1.0 mg/cm².**

Attached at the end of this document, please find the detailed report that contains location, substrate, color and result of each tested site.

Thank you for choosing Lead-Based Paint Inspection Services, Inc. to provide professional consulting services. We truly appreciate your business! If you should have any questions regarding this report, please do not hesitate to contact us.

Thank you,

Lead-Based Paint Inspection Services, Inc.

Written by:

Philip R. Valdez

Texas Cert. # 2071094

Exp. 04/2023

Lead Paint Inspection Services

6919 Pine Vista

Houston, TX 77092

Phil_valdez@att.net

Inspection Date: July 24th, 2023

Report Date: July 31st, 2023

INTRODUCTION

July 24th, 2023 Lead-Based Inspection Services, Inc. lead-based paint risk assessor, Mr. Philip R. Valdez, (Texas Cert. # 2071094, exp. 04/2025) performed a Partial Lead-Based Paint Inspection on a residential structure located at: 36721 Buckboard Road, Simonton, TX 77485 following federally documented methodologies for conducting lead-based paint activities, as set forth below:

(1) "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, HUD, June 1995, and Revised Chapter 7, 1997, issued pursuant to Section 1017 of the Residential Lead-Based Paint Hazard Reduction Act of 1992;"

(2) "Standard specification for Wipe Sampling Materials for lead in surface dust, E 1792;"

(3) "Standard practice for field collection of Settled Dust Samples using wipe sampling methods for lead determination by Atomic Spectrometry Techniques, E 1728;" and

(4) "Standard Practice for Field Collection of soil samples for lead determination by Atomic Spectrometry Techniques, E 1727."

METHODOLOGY

Selected sites and components were tested using the Heuresis instrument, Model PB200i, Serial #1149. As required by final guidelines, XRF calibration verifications were performed on said instrument. The Heuresis Model PB200i is a hand-held, portable lead detector, designed to make fast, accurate nondestructive measurements of lead concentration in lead-based paint. The unit is complete with internal battery pack and instant display analysis. It has a powerful micro-processor-controlled multichannel spectrum analyzer of x-ray fluorescence with a liquid crystal display of readings and spectra. The XL Screen displays lead levels and averages of levels, indicates precision of measurement, stores all readings and spectra, and outputs data directly into a computer.

ATTACHMENT B
Federal Clauses

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT TX-GLO DISASTER RECOVERY PROGRAM (“CDBG-DR”) FUNDS

Contractor understands and acknowledges that this Agreement (also referred to herein as this Contract) is being funded totally or partially with federal funds from the U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds being administered by the Texas General Land Office (“TX-GLO”). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms, and state terms where applicable, as stated below. All expenditures under this Contract must be made in accordance with the rules and regulations promulgated under the CDBG-DR Program, and any other applicable local, state, or federal laws. Contractor acknowledges that all funds are subject to recapture and repayment for non-compliance. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold set at \$50,000 by the County, unless a particular award term or condition specifically indicates otherwise. **The Contractor shall require that these clauses shall be included in each covered transaction at any tier.**

The following Exhibits (available at <https://www.glo.texas.gov/recovery/index.html>) are included as a condition to any proposal, bid or contract:

- Exhibit I: Federal Assurances for Construction Programs (Standard Form 424D).

 Certification Regarding Lobbying (24 CFR Part 87)

 Standard Form LLL Disclosure of Lobbying Activities
- Exhibit II: General Affirmations
- Exhibit III: Non-exclusive List of Applicable Laws, Rules, and Regulations for CDBG-DR funds

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

1. Federal Assurances.

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

2. Federal Certifications.

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

3. General Affirmations.

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

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

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

ADDITIONAL STATE FUNDED CONTRACTS CLAUSES (TAKEN FROM TXGLO RECOVERY PROGRAM GUIDANCE)

1. Appropriation of Funds.

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

2. Intellectual Property- Ownership and Use.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor grants the County and/or TXGLO and/or the federal government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

3. Non-Endorsement by State and the United States.

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

4. Books and Records.

The County, TX GLO, the U.S. Department of Housing and Urban Development (HUD) and/or Federal Emergency Management Administration (FEMA), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and copying at the Contractor's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Contractor agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after County makes final payment and all other pending matters are closed. If a Contractor is notified by GLO in writing, or if other applicable laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. If any litigation, public information request, claim, or audit is started before the expiration of the record retention period, the records must be kept until the action has been resolved.

All subcontracts of Contractor shall contain a provision that County, the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

Contractor shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Contractor will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

5. Inspection and Audit.

All records related to this Contract shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the Contractor's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Contractor shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including

providing all information requested. Contractor will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

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

The record retention period for Contractors' contracts does NOT end when the contract between the Contractor and the County is closed.

6. Procurement.

Contractor must confirm that it is not debarred from receiving state or federal funds at each of the following web addresses:

(a) The Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and

(b) The U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

7. Bonding Requirements.

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

8. Communication with Third Parties.

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

9. Purchases of Equipment and Computer Software.

Any purchase of equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including those listed in the attached Exhibits.

10. Assignment and Subcontracts.

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the County. Consent may be required from both the County and any federal or state agency associated with the funding for this agreement. In any approved subcontracts, Contractor shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Contractor as specified in this Contract. Nothing in this Contract shall be construed to relieve Contractor of the responsibility for ensuring that the goods delivered and/or the services rendered by Contractor and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Contractor of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

For this agreement or subcontract to which Federal Labor Standards requirements apply, Contractor shall maintain and have available to County all documentation required to ensure compliance. County shall retain five percent (5%) of the payment for this agreement or subcontract for construction or rehabilitation work until the County and the State have determined that the Federal Labor Standards have been satisfied.

ADDITIONAL REQUIRED FEDERAL CONTRACT CLAUSES (TAKEN FROM CDBG PROGRAM SUBRECIPIENT AGREEMENTS)

1. Equal Employment Opportunity for Non-construction Contracts.

The following clause applies for all non-construction contracts.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Equal Employment Opportunity for all “federally assisted” Construction Contracts.

The following clause applies for all federally assisted construction contracts where “federally assisted construction contracts” is defined as in 41 C.F.R. Part 60-1.3, or any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 C.F.R. Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

3. Civil Rights.

- a) Compliance. The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- b) Nondiscrimination. The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279, including the applicable non-discrimination provisions in Section 109 of the HCDA which are still applicable. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 C.F.R. §§ 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d) Section 504. The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 706) which prohibits discrimination against the handicapped in any federally assisted program. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

- e) Fair Housing Act. The Contractor will not violate the Fair Housing Act which prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin and provides protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. Contractor will abide by all requirements as set by the Fair Housing Act for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

4. Affirmative Action.

- a) Approved Plan. The Contractor agrees that it shall be committed to carry out pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. When requested, the Grantee shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action program for approval prior to the award of funds.
- b) Small, Women and Minority-Owned Businesses (W/MBE). The Contractor will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) Access to Records. The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d) Notifications to Labor Unions. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency Contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Contractor will, in all solicitations or advertisements for employees placed by or on

behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

5. Employment Restrictions.

- a) Prohibited Activity. The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; lobbying, political patronage, and nepotism activities.
- b) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.
- c) Labor Standards. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. §§ 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor shall maintain documentation, which demonstrates compliance with hour, and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R., Subtitle A governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such Agreements subject to such regulations.

The Contractor shall also comply with 24 C.F.R. Part 70, which sets out the circumstances under which individuals who volunteer their services, may be used.

6. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000).

- a) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Contractor and any subcontractor. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any subcontractors, their successors and assigns, to those sanctions specified. Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Contractor further agrees to comply with these “Section 3” requirements and to include the following “Section 3 Clause” language in all Subcontracts executed under this Agreement:

“THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 C.F.R. PART 75, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 75 REGULATIONS.

THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 C.F.R. PART 75, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 C.F.R. PART 75. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 C.F.R. PART 75.

THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 C.F.R. PART 75 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 C.F.R. PART 75.

NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 C.F.R. PART 75 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS.

- b) The Contractor will not subcontract with any subcontractors where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. 75 and will not enter into an Agreement with the subcontractor unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

7. Conduct

- a) Hatch Act. The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
- b) Conflict of Interest. The Contractor agrees to abide by the provisions of 2 C.F.R. Part 200 and 24 C.F.R. § 570.611, which includes (but is not limited to) the following:
 - i. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- ii. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.
- iv. No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit direct or indirect which arises from the Agreement.

c) Lobbying.

This clause applies to all contracts and subcontracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the County.

The Contractor certifies that: (See Attachment, Certifications for Contracts, Grants, Loans and Cooperative Agreements.)

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

- amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - iii. It will require that the language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly:
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d) Eligibility Restrictions for Certain Resident Aliens. The Contractor agrees to abide by the provisions of 24 C.F.R. § 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 C.F.R. Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation.
- e) Architectural Barriers Act and the Americans with Disabilities Act. The Contractor agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Contractor also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. § 12131 U.S.C. §§ 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.
- f) Copyright. If this Agreement results in any copyrightable material, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

- g) Equal Participation of Faith-Based Organizations. The Contractor shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor. The Contractor agrees that funds provided under this Agreement will not be directly utilized for explicitly religious activities, such as worship, religious instruction, or proselytization in accordance with the federal regulations specified in 24 C.F.R. § 5.109 “Equal Participation of Faith-based Organizations in HUD Programs and Activities.” The Contractor must also document their compliance with the faith-based activities regarding disposition and change in use of real property as required under 24 C.F.R. § 576.406.

8. Environmental Conditions

- a) General Environmental Requirements (with respect to the use of funds). The Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:
 - i. Clean Air Act, 42 U.S.C., §§ 1857, et seq.
 - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
 - iv. National Environmental Policy Act of 1969.
 - v. HUD Environmental Review Procedures (24 C.F.R., Part 58).
- b) Energy Conservation and Resource Recovery. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA), and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials” at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c) National Flood Insurance Program. If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Contractor agrees that CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. Contractor also acknowledges that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 C.F.R. § 58.6(b)).
- d) Flood Disaster Protection Act of 1973. The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.
- e) Lead-Based Paint. The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608, and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- f) Historic Preservation. The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the Texas Historical Commission for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

9. Procurement.

Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 C.F.R. § 200.318, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.

10. False Statements or Claims.

Except as otherwise provided under federal law, any person who knowingly and willfully

falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001. Under penalties of 18 U.S.C. § 1001, the undersigned Contractor hereby declares that he/she has examined this Contract and Exhibits, including without limitation, the Solicitation and Solicitation Response, and to the best of his/her knowledge and belief any statements, entries, or claims made by Contractor are, correct, accurate and complete.

11. Conflict of Interest.

No member of the governing body of County and no other officer, employee, or agent of Contractor who exercises any functions or responsibilities in connection with the planning and carrying out of the Scope of Work, shall have any personal financial interest, direct or indirect, in this Contract and Contractor shall take reasonably appropriate steps to assure compliance.

EXHIBIT I

ASSURANCES - CONSTRUCTION PROGRAMS

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

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

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

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

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
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 available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

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

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; 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. 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.

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. 0348-0046. 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 (0348-0046), Washington, DC 20503.

EXHIBIT II

GENERAL AFFIRMATIONS

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

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, 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 Subrecipient.*
2. Subrecipient 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, Subrecipient 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 [Subrecipient] 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. Subrecipient 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, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient 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), Subrecipient 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 Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

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

9. Subrecipient 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. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient 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, Subrecipient 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 Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, 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, Subrecipient 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 SUBRECIPIENT.**
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, Subrecipient 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 SUBRECIPIENT.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient 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 Subrecipient 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 Subrecipient'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 Subrecipient. 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 Subrecipient. 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 Subrecipient 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. Subrecipient 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 Subrecipient: (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, Subrecipient 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. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of 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.

17. Subrecipient 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, Subrecipient 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. Subrecipient 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, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient 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, Subrecipient 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 Subrecipient from providing free technical assistance.*
21. Subrecipient 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, Subrecipient 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, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient 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.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, 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 SUBRECIPIENT 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 SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT 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, SUBRECIPIENT, 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 SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT 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

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT 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 SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient 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, Subrecipient 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 Subrecipient and legally empowered to contractually bind Subrecipient 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, Subrecipient 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.*

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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 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. Subrecipient 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. Subrecipient 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, Subrecipient 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, Subrecipient 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 Subrecipient 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. Subrecipient 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, Subrecipient 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 Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient 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. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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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 enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient 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 Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient 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. Subrecipient 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 Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient 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 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient 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 Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient 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 Subrecipient'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 Subrecipient'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 Subrecipient agrees that the Contract may be terminated if Subrecipient 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, Subrecipient, 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 Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient 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 Subrecipient 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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EXHIBIT III

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient 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 Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

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

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law No. 114-223);

Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law No. 114-254);

Consolidated Appropriations Act, 2017 (Public Law No. 115-31);

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

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

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

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

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

Disaster Recovery Implementation Manual; and

Guidance Documents: State of Texas Plan for Disaster Recovery ("2016 Action Plan") dated March 10, 2017, 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 Subrecipient 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, Subrecipient 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 Nonconstruction 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)); and

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).

ATTACHMENT C
Section 3 Requirements
and Certifications

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

CONTRACTOR'S REQUIREMENTS

- The Prime Contractor must submit the "Intent to Comply with Section 3" form with the bid packet. Failure to do so shall result in the bid being incomplete.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
- The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees and any other qualitative efforts to comply with Section 3. (Requirement applies to both contractors and sub-contractors.)

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

CDBG Grant # _____

Grantee Name _____

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

(To be provided with procurement documents and returned with all submitted bids)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
 - b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

Yes ☐ No ☐

If yes, please estimate the number of hours to be completed on the project by all workers:

2. Is your business a Section 3 Business? Yes ☐ No ☐

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?

Yes ☐ No ☐

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

Yes ☐ No ☐

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

Yes ☐ No ☐

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (Community) _____ on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor

Address

Printed Name

Title

Signature

Date

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

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

Name of Proposed Contractor

Project Name & Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. An "Intent to Comply with Section 3" was certified and submitted as part of the bid proceedings
- c. No segregated facilities will be maintained.

Signer Name _____

Title _____

SIGNATURE

DATE

CONTRACTOR PERMANENT WORKFORCE FORM

This form is used to determine the Section 3 Workers already employed by the bidding contractor. Section 3 Worker Certification is needed for all employees working on site.

[illegible]

I certify the above employees are permanent employees of _____. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to the city/county for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Signature

Date Signed

Printed Name

Title

Company Name

SECTION 3 WORKER CERTIFICATION

A Section 3 Worker seeking the preference in training and employment shall certify eligibility (as defined in Section 75.5) by residency and household income. Please certify below and submit documentation, if available and applicable, to the recipient contractor or subcontractor.

I (Name) _____, am a legal resident of (Community) _____

My permanent address is: _____

Household Income Guidelines:

Place a check mark beside the number of people in your (the worker's) household.

Place Check	Household/ Family Size	Income Limit
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	

Income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>

- ☐ My income for the previous year was below the amount next to the household/family size I checked on the table above.
- ☐ I am employed by a Section 3 business concern.
- ☐ I am a Youthbuild participant.
- ☐ I live within 1 mile of the project site for this federally funded project OR I have been informed I live within an allowed project service area.
- ☐ None of the above apply to me.

I affirm that the information contained in this report, including the above statements, are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Worker's Signature

Date Signed

Section 3 Business Concern Certification Form

To Self-certify as a Section 3 Business your company/firm per 24 CFR 75, must meet one of the listed categories below. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business.

Section 3 Business Category	Required Documentation	Mark an "X" on Your Election
It is at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Self-Certification form for all low- and very low-income owners	<input type="checkbox"/>
Over 75 percent of the labor hours performed for the business are performed by low- or very low- income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	<input type="checkbox"/>
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8- assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Worker Self Certification form for all public housing and/or Section 8 owners	<input type="checkbox"/>

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Signature _____

Date Signed _____

Printed Name _____

Title _____

Company Name _____

Address _____

Telephone _____

SECTION 3 BUSINESS OWNER CERTIFICATION

A business owner seeking Section 3 Business Certification shall certify and submit this form in conjunction with the Section 3 Business Concern Self-Certification form.

Owner Name _____

Percent Ownership of Business: _____

Household Income Guidelines:

Place a check mark beside the number of people in your (the owner's) household.

Place Check	Household/ Family Size	Income Limit
<input type="checkbox"/>	1	
<input type="checkbox"/>	2	
<input type="checkbox"/>	3	
<input type="checkbox"/>	4	
<input type="checkbox"/>	5	
<input type="checkbox"/>	6	
<input type="checkbox"/>	7	
<input type="checkbox"/>	8	

Income limits can be found at <https://www.huduser.gov/portal/datasets/il.html>

- ☐ My income for the previous year was below the amount next to the household/family size I checked on the table above.
- ☐ I currently reside in public housing or Section 8 assisted housing.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation.

Signature

Date Signed

Section 3 Compliance Targeted Section 3 And Section 3 Worker Tracking Form

Section 3 established benchmark goals for:

- (a) 25% of total labor hours worked by Section 3 workers, and
- (b) 5% of total labor hours worked by Targeted Section 3 workers.

Grantees must use the Section 3 Compliance Form to track the labor hours of the workers across all contracts and subcontracts involved in the Section 3 project. This spreadsheet will keep a running total of the labor hours, Section 3 hours, and the Targeted Section 3 hours worked. The Section 3 benchmark percentages are automatically calculated and adjusted when labor hours are added, to allow the Grantee to always know where it stands with benchmark compliance.

The Workbook must be completed in its entirety for each contractor and subcontractor. The Prime shall submit all worksheets to the grant administrator weekly. The grant administrator is responsible for maintaining an accumulative workbook for the entire project to be submitted to DCEO at the end of the project.

Monitoring will be conducted to verify the grant records to document how Section 3 requirements are being met, that the appropriate documentation, forms, and certifications are maintained in the file, and to check the status of meeting the benchmarks.

If the benchmarks are not met, reporting is still required. See Safe Harbor Compliance Form.

FINAL SECTION 3 UTILIZATION REPORT

(To be Completed by contractors and subs for all Projects at or exceeding \$200,000)

A. SECTION 3 EMPLOYEE LABOR INFORMATION

Name of CDBG Grantee:		CDBG Grant Number:	
Wage Decision Number:			

Total Number of Labor Hours on Project		Labor Hour Percentage Results	%
Total Labor Hours:		*Section 3 Worker Benchmark = 25% *Targeted Section 3 Worker Benchmark = 5%	
All Section 3 Worker Labor Hours:		Section 3 Worker Percentage:	00.00%
Targeted Section 3 Worker Labor Hours only:		Targeted Section 3 Worker Percentage:	0.00%

Name of Contractor/Sub Contractor:			
Mailing Address:			
Telephone Number:		Email Address:	

B. CERTIFICATION

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project.

Printed Name

Signature

Date Signed

Section 3
NOTICE TO CITIZENS IN THE CITY/COUNTY OF _____

OPPORTUNITY FOR WORK

The _____ (Grantee Name) has received a \$ _____ Community Development Block Grant from the Texas General Land Office to _____
_____ (description of project) in the City/County of _____
(project location).

This grant will provide the _____ (Grantee Name) the opportunity to search for eligible local citizens interested in participating in the project. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, provides that to the greatest extent feasible, preference for economic opportunities will be given to citizens in _____ (project location) who are determined to be low- and very low-income individuals. A low- and very low-income individual can be calculated by documenting household income of less than 80 percent of the county median income. Opportunities such as job training and employment that arise through this Community Development Block Grant project will be directed toward City/County residents. A Section 3 business concern can be eligible for a Section 3 contract as awarded in connection with CDBG projects if they meet at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over seventy-five (75) percent of the labor hours performed by the business are performed by low- or very low-income persons; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 requirements apply to the Community as a grantee, if the project activity is more than \$200,000 in funding from housing and community development financial assistance programs.

If you wish to determine if you qualify or have an interest in serving as a subcontractor for this project, please contact _____,

_____.

If you are interested in job training or other employment resources, please contact:

Community Development - Fort Bend County

301 Jackson Street, Ste. 602

Richmond, Texas 77469

Office: 281-341-4410

Email: communitydevelopment@fortbendcountytexas.gov

Website: www.fortbendcountytexas.gov/government/departments/community-development

Examples of Efforts to Award Contracts to Section 3 Businesses

1. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Housing Authority.
2. Utilizing the HUD Opportunity Portal to identify Section 3 Businesses in the project's service area and providing written notice of the contracting opportunity or sending invitations to bid directly to those businesses. Checking Texas' Disadvantaged Business Registry as part of the Business Enterprise Program (BEP). Please note that CMS does not track or certify for Section 3. However, the businesses listed may be interested in becoming a Section 3 Business Concern.
3. Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
4. Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
5. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
6. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
7. Contacting agencies administering HUD YouthBuild programs, and notifying these agencies of the contracting opportunities.
8. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

Examples of Outreach Efforts to Offer Contracting, Training and Employment Opportunities to Section 3 Workers

1. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to public housing units and common areas of all developments within the project's service area. Consult the CDBG Management Guide to determine the project's service area.
3. Utilizing HUD Opportunity Portal and Section 3 Business Registry to post employment opportunities, or to find Section 3 Businesses and/or Workers in the project's service area
4. Referring Section 3 workers to Workforce job centers or other providers that offer resume building, interview preparation, job search and placement, financial literacy or other job readiness services.
5. Referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
6. Conducting job interviews at the housing development or developments where Section 3 workers reside, or at a location within the neighborhood or service area of the Section 3 project.
7. Contacting agencies administering HUD Youthbuild programs and requesting their assistance in recruiting HUD Youthbuild program participants for any training and employment opportunities.
8. Holding one or more job fairs.
9. Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

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

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

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

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

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

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

Fort Bend County Tax Acct. No.*

Property address or location**

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

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

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

☐ Yes ☐ No

If yes, attach a separate page explaining the debt.

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

☐ I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.

[City and State]

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

(Company/Contractor)

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

Contractor Signature

Date

Printed Name

Title