



WORK ORDER No. C797
UNDER GLO CONTRACT No. 19-094-006
CDBG RESIDENTIAL CONSTRUCTION SERVICES

Pursuant to **GLO CONTRACT No. 19-094-006** (“Contract”) between the **GENERAL LAND OFFICE** (“the GLO”) and **DSW HOMES, LLC** (“Contractor”), each a “Party” and collectively “the Parties,” Contractor is authorized to perform the services described below, subject to the terms of this Work Order No. C797 (“Work Order”). This Work Order modifies and amends GLO Contract No. **19-094-006**, all provisions of which not specifically amended herein shall remain in full force and effect.

DESCRIPTION OF WORK

Contractor shall perform, or cause to be performed, construction services for single-family and multi-family residential structures as authorized under the Contract and described in the Scope of Work and Budget attached hereto as **Attachment A** (the “Work”). Contractor shall perform all Work in accordance with the Contract and all Attachments; this Work Order and all Attachments; and all applicable rules and requirements of the U. S. Department of Housing and Urban Development’s Community Development Block Grant – Disaster Recovery (“CDBG-DR”) program, including the Nonexclusive List of Applicable Laws, Rules, and Regulations, attached hereto and incorporated herein for all purposes as **Attachment B**.

The scope of Work to be performed by Contractor on each residential structure shall be referred to as a “Project” and collectively as the “Projects” for the purposes of the Contract and this Work Order.

SPECIAL CONDITIONS: Contractor is subject to the following Special Conditions.

Assignment of Project(s): The GLO or the GLO’s representative shall assign each Project under this Work Order by issuing a written assignment to Contractor. Contractor may be assigned multiple Projects under this Work Order and may be required to perform Work on Projects concurrently.

Notice to Proceed: Contractor must receive a signed Form 11.02, *Pre-Construction Conference Report and Notice to Proceed* (the “NTP”), from the GLO or the GLO’s representative prior to incurring any charges or commencing any Work on a Project. Any NTP shall be governed by the terms of the Contract and this Work Order and shall become part of the GLO’s Project file.

Performance of Project(s): Each assigned Project must be performed in strict accordance with (1) the Contract and all Attachments; (2) this Work Order and all Attachments; and (3) any Change Orders or other instructions that may be issued by the GLO or the GLO’s designated representative from time to time, pursuant to Attachment D of the Contract, Uniform General and

Supplemental Conditions, as amended. Contractor shall complete each individual Project according to the time constraints specified in Attachment D of the Contract, or as may be modified according to its terms. Liquidated damages exist for completion of services outside the timelines specified for each individual Project. Contractor may not perform services or deliver goods for a Project that are outside the scope defined in the executed Project version of Form 11.17, *Work Write-Up/Cost Estimate*, provided by the GLO on its website at <https://recovery.texas.gov/local-government/resources/housing/hurricane-harvey-vendors/index.html>, unless agreed by the Parties in writing in advance of performance or delivery.

Required Insurance and Bonds: Within three (3) days of the execution of this Work Order, and prior to commencing Work or incurring charges under this Work Order, Contractor must furnish all required bonds and insurance to the GLO or the GLO's representative for approval, as specified in and in strict conformance with Article V and Attachments D and F of the Contract. Contractor's failure or inability to timely provide the required bonds and insurance may result in the immediate termination of this Work Order.

COMPENSATION

The total compensation due to Contractor for Work performed pursuant to this Work Order is not to exceed **\$10,150,000.00**. Disbursement of funds to Contractor shall be in accordance with the terms of the Budget included in **Attachment A** of this Work Order (the "Budget") and Section 3.02 and Attachment D of the Contract.

SUBMISSION OF INVOICES: Contractor shall submit invoices, including all supporting documentation required, in the format and at the intervals specified in **Attachment A** of this Work Order and Attachment D of the Contract. In addition to the requirements pertaining to Payment Requests in Section 3.02 and Attachment D of the Contract, invoices must:

- (a) be submitted by e-mail to the GLO's authorized representative or vendor, as designated, in writing, by the GLO;
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) prominently display "GLO Contract No. 19-094-006," "Work Order No. C797," and the address of the Project site or other GLO-provided tracking identifier.

Failure to include this information may significantly delay payment.

PERFORMANCE PERIOD

This Work Order shall be effective as of the date executed by the last Party and shall terminate upon the latest completion date of the Project(s) assigned to Contractor under this Work Order, in the sole determination of the GLO, or on June 30, 2024, whichever occurs first ("Performance Period").

FEDERAL FUNDING

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

major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Supplemental Appropriations for Disaster Relief Act, 2018 (Public Law 115-254), enacted October 5, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2018	B-19-DV-48-0001
Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20), enacted June 6, 2019, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major disaster that occurred in 2018 or 2019	B-19-DV-48-0002 B-19-DF-48-0001

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

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

TERMINATION OR INTERRUPTION OF WORK

The GLO reserves the right to, at any time during the Performance Period, terminate, halt, or defer all or any portion of the Work included in the Scope of Work in **Attachment A** of this Work Order or in any Project Assignment issued under this Work Order.

AMENDMENTS TO WORK ORDER

Material changes to this Work Order may be made only by written agreement of the Parties. **Notwithstanding the preceding**, the GLO or the GLO's representative may approve changes to the assigned Work, in accordance with the terms and conditions of Attachment D of the Contract, within the confines of the Performance Period.

COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS

In its performance of this Work Order and the Contract, Contractor shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. Contractor is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations, including, without limitation, those listed in **Attachment B**.


INFORMATION AND DATA SECURITY STANDARDS

Contractor shall comply with all terms specified in the GLO Information Security Appendix, incorporated herein for all purposes as **Attachment C**.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR WORK ORDER NO. C797
UNDER GLO CONTRACT NO. 19-094-006
CDBG-DR RESIDENTIAL CONSTRUCTION SERVICES**

GENERAL LAND OFFICE

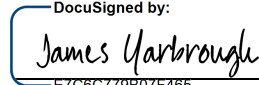
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Mark A. Havens, Chief Clerk/

Deputy Land Commissioner

Date of execution: 7/2/2021


DSW HOMES, LLC


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Print Name: James Yarbrough

Title: CFO

Date of execution: 7/2/2021

OGC 

PM 

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ATTACHMENTS TO THIS WORK ORDER:

ATTACHMENT A – Scope of Work and Budget

ATTACHMENT B – Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT C – GLO Information Security Appendix

ATTACHMENTS FOLLOW

SCOPE OF WORK

DESCRIPTION OF SERVICES AND REQUIREMENTS

Contractor may be required by the GLO to perform the Work enumerated in this section under this Work Order. In addition to the services and requirements described below, Contractor must perform any other ancillary construction-related services that may be required for a given property. These ancillary services may go beyond what would be required for the repair/reconstruction of a property.

A. REHABILITATION SCOPE OF WORK

It is anticipated that homes eligible for rehabilitation will require an array of repairs ranging from minor to major. The scope of work for each repaired structure will vary, but may include, although not be limited to, the following:

- 1) Development of a thorough scope of necessary repairs using GLO-prescribed forms;
- 2) Coordination with the property owner and his/her family and case management from assignment to obtaining a certificate of occupancy for closing;
- 3) Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
- 4) Providing copies of architectural and house plan renderings;
- 5) Demolition of damaged interior and exterior materials;
- 6) Foundation leveling, repair, and/or elevation;
- 7) Structural damage repair;
- 8) Building envelope repair, including:
 - Roof repair or replacement and attendant damage;
 - Door and window replacement;
 - Siding/veneer repair or replacement;
 - Mechanical (HVAC), electrical, and plumbing systems repair or replacement;
 - Drywall repair or replacement;
 - Rough and trim carpentry;
- 9) Surface preparation and painting;
- 10) Flooring repair or replacement;
- 11) Cabinet and appliance replacement;
- 12) Lead-based paint mitigation;
- 13) Specialty construction elements associated with historic properties, including coordination with Texas Historical Commission, the City of Galveston Landmark Commission and other local historic districts and stakeholders in other jurisdictions;

- 14) Wind mitigation and retrofitting measures (in areas designated as a Catastrophe Area by the Commissioner of Insurance of the State of Texas);
- 15) Specialty construction elements associated with Green Building Construction techniques as required by HUD and as adopted by the GLO;
- 16) Addressing special needs accessibility requirements; and
- 17) Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities.

B. RECONSTRUCTION AND NEW CONSTRUCTION SCOPE OF WORK

In certain cases, a property owner may only be eligible for the complete reconstruction of his/her home, either substantially within the same footprint as the prior home (reconstruction) or new construction on a different footprint. The scope of work for each reconstructed or newly constructed structure will vary but may include, although not be limited to, the following:

- 1) Coordination with the property owner and his/her family from assignment to obtaining a certificate of occupancy for closing;
- 2) Obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
- 3) Utility disconnection and deactivation;
- 4) Demolition of existing structure;
- 5) Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
- 6) Providing architectural and house plan renderings;
- 7) Site preparation;
- 8) Construction of new residential structures including 2, 3, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Standard (see GLO Minimum Design Standards for further information);
- 9) Meeting the requirements of the GLO Minimum Design Standards, located on the GLO-CDR website at <http://recovery.texas.gov/>;
- 10) Accessibility and design of projects to comply with the American with Disabilities Act of 1990 (if applicable) known as ADA requirements with HUD exceptions;
- 11) Meeting the requirements of the GLO Visitability Standards, located on the GLO-CDR website at <http://recovery.texas.gov/>; and
- 12) Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities.

C. ADDITIONAL REQUIREMENTS

Contractor must perform additional duties including, but not limited to:

- 1) Providing professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- 2) Complying with all applicable local, state, and federal laws, regulations, and guidelines, which may include: HUD Community Development Block Grant disaster laws, regulations, and guidelines; Section 3 of the Housing and Urban Development Act of 1968; and the Davis Bacon Act (for repairs to properties containing more than eight (8) units);
- 3) Mobilizing in the awarded Zone within 45 days from the effective date of this Work Order;
- 4) Providing documentation and tracking of construction progress;
- 5) Meeting with individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection;
- 6) Meeting GLO's 120-day work completion requirement from the Notice to Proceed;
- 7) Providing a certificate of compliance from the Green Standard governing body (see the GLO Minimum Design Standards for further information);
- 8) Providing information responsive to P.I.A. requests in a timely manner;
- 9) Meeting all federal, state, and local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other wastes from demolished structures;
- 10) Providing a one-year warranty, a third party ten-year structural warranty, and when necessary, a third party one-year flood insurance policy; and
- 11) Assisting homeowners in vacating their damaged home, if necessary.

ZONE

Contractor will perform Work under the Contract in **Zone 3**, which includes properties located in the following Texas counties: Cameron, Hidalgo, Jim Wells, Willacy.

PROJECT ASSIGNMENT(S)

Prior to any assignments, Contractor will be required to coordinate with the GLO and its vendors responsible for the administration and project management of the Housing Assistance Program on behalf of the GLO. These meetings may occur any time within the first 45 days following execution of this Work Order.

Assignments will be based on the GLO's Builder Assignment Method which may include the assessment of workmanship, project management, and customer service.

Each Project will require completion within 120 days of the Notice to Proceed.

PRICING

Reconstruction and New Construction Services: Composite Square Foot Pricing

The following prices per square foot will be used for all reconstruction and new construction services for each respective size house for each region:

Zone 3		
2 BR	3BR	4BR
\$133.75	\$139.39	\$132.25

Any additional construction costs created by unusual, site specific conditions will be considered via the change order process. Site specific costs associated with the reimbursement of the purchase costs of one-year of homeowner's insurance, as well as flood and windstorm insurance policies when applicable, will include site specific additional costs of up to \$100 per project.

Rehabilitation Services: Per Unit Pricing

Rehabilitation Services pricing per unit may be approved for each Project and may consider proposed unit pricing from the selected builders and/or standard pricing using RS Means or a similar cost estimate system. This pricing may be standardized in the Builder Assignment Method, as amended, or in any Work Order(s) issued.

Site specific costs associated with the reimbursement of the purchase costs of one-year of homeowner's insurance, as well as flood and windstorm insurance policies when applicable, will include additional costs of up to \$100 per project.

BUDGET

All Work assigned and completed under this Work Order shall be executed for an amount not to exceed \$10,150,000.00 and each Project will be completed in accordance with the pricing outlined in the Pricing section of this Work Order.

Contractor shall submit invoices to the GLO in accordance with the terms of this Work Order and Section 3.02 and Attachment D of the Contract; however, additional procedures for draw requests may be adopted as directed by the GLO. Invoices may be submitted no more than twice a month and may only be submitted following the Progress (50%) Inspection or Final (100%) Inspection of a Project, as defined in Attachment D of the Contract. The GLO shall ensure that all deliverables, duties, and/or responsibilities in this Work Order are completed prior to the disbursement of funds.

In addition to other damages in the Contract and/or Work Order, liquidated damages of \$100 per day shall be assessed if Contractor does not complete a Project within 120 days of the issuance of a Notice to Proceed.

Contractor shall at no time subcontract more than 50% of the Project (by cost) to a single subcontractor without prior written permission from the GLO.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

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

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

GENERALLY

The Acts and Regulations specified in this Contract;

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

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

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

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

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

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

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

Disaster Recovery Implementation Manual;

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

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

CIVIL RIGHTS

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

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

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

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Contractor 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, Contractor understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

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

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

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

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

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

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

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

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

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

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

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

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

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

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

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*),

particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

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

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

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

ENVIRONMENTAL LAW AND AUTHORITIES

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

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

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

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

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

COASTAL ZONE MANAGEMENT

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

SOLE SOURCE AQUIFERS

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

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

ENDANGERED SPECIES

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

WILD AND SCENIC RIVERS

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

AIR QUALITY

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

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

FARMLAND PROTECTION

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

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

HUD ENVIRONMENTAL STANDARDS

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

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

ENVIRONMENTAL JUSTICE

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

SUSPENSION AND DEBARMENT

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

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

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

OTHER REQUIREMENTS

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

ACQUISITION / RELOCATION

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

FAITH-BASED ACTIVITIES

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

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GLO Information Security Appendix for Vendors

1. Definitions

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

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

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

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

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

2. Security and Privacy Compliance

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

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

3. Data Ownership and Return of Data

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

4. Data Mining

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

5. Breach of Security

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

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

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

6. Right to Audit

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



**AMENDMENT NO. 1 TO WORK ORDER NO. C797 UNDER
GLO CONTRACT NO. 19-094-006**

THE GENERAL LAND OFFICE (the “GLO”) and **DSW HOMES, LLC** (“Contractor”), each a “Party” and collectively “the Parties” to Work Order No. C797 (the “Work Order”) under GLO Contract No. 19-094-006 (the “Contract”), desire to amend the Work Order.

WHEREAS, the Parties desire to revise the Scope of Work and Budget to reflect pricing terms for specific service periods within the Performance Period; and

WHEREAS, the Parties desire to revise the GLO Information Security Appendix to add and/or update required terms; and

WHEREAS, these revisions will result in no additional encumbrance of Work Order funds;

NOW, THEREFORE, the Parties hereby agree as follows:

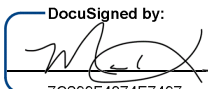
1. **ATTACHMENT A** to the Work Order, **Scope of Work and Budget**, is deleted in its entirety and replaced with the **Revised Scope of Work and Budget**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.
2. The prices in **ATTACHMENT A-1** will supersede any prices previously issued by the GLO through a Technical Guidance Letter or agreed to by the Parties in a prior Amendment to the Work Order. The prices included in **ATTACHMENT A-1** shall be applicable to any and all invoices submitted by Contractor during the term of the Work Order.
3. **ATTACHMENT C** to the Work Order, **GLO Information Security Appendix**, is deleted in its entirety and replaced with the **Revised GLO Information Security Appendix (CDBG)**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-1**.
4. This Amendment shall be effective upon the date of the last signature.
5. The terms and conditions of the Work Order and Contract not amended herein shall remain in force and effect.

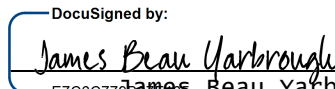
SIGNATURE PAGE FOLLOWS






**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO WORK ORDER NO. C797 UNDER
GLO CONTRACT NO. 19-094-006**

GENERAL LAND OFFICE

DSW HOMES, LLC

DocuSigned by:

76299F4374E7497
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: 4/4/2022

DocuSigned by:

E7C8C779501145
James Beau Yarbrough
Name: _____
Title: CFO
Date of execution: 3/30/2022

OGC 
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DGC 
GC 

ATTACHED TO THIS AMENDMENT:

ATTACHMENT A-1 Revised Scope of Work and Budget

ATTACHMENT C-1 Revised GLO Information Security Appendix (CDBG)

REVISED SCOPE OF WORK AND BUDGET

DESCRIPTION OF SERVICES AND REQUIREMENTS

Contractor may be required by the GLO to perform the Work enumerated in this section under this Work Order. In addition to the services and requirements described below, Contractor must perform any other ancillary construction-related services that may be required for a given Project. These ancillary services may go beyond what would be required for the repair/reconstruction of a property.

A. REHABILITATION SCOPE OF WORK

It is anticipated that homes eligible for rehabilitation will require an array of repairs ranging from minor to major. The scope of Work for each repaired structure will vary but may include, although not be limited to, the following:

- 1) Development of a thorough scope of necessary repairs using GLO-prescribed forms;
- 2) Coordination with the property owner and his/her family and case management from the time of assignment to obtainment of a certificate of occupancy for closing;
- 3) Obtainment of all necessary state and local permits and approvals prior to the commencement of the Work for each structure;
- 4) Provision of copies of architectural and house plan renderings;
- 5) Demolition of damaged interior and exterior materials;
- 6) Foundation leveling, repair, and/or elevation;
- 7) Structural damage repair;
- 8) Building envelope repair, including:
 - Roof repair or replacement and attendant damage;
 - Door and window replacement;
 - Siding/veneer repair or replacement;
 - Mechanical (HVAC), electrical, and plumbing systems repair or replacement;
 - Drywall repair or replacement; and
 - Rough and trim carpentry;
- 9) Surface preparation and painting;
- 10) Flooring repair or replacement;
- 11) Cabinet and appliance replacement;
- 12) Lead-based paint mitigation;
- 13) Specialty construction elements associated with historic properties, including coordination with Texas Historical Commission and local historic districts and stakeholders;
- 14) Wind mitigation and retrofitting measures (in areas designated as a Catastrophe Area by the Commissioner of Insurance of the State of Texas);

- 15) Specialty construction elements associated with Green Building Construction techniques as required by HUD and as adopted by the GLO;
- 16) Addressing of special-needs accessibility requirements; and
- 17) Performance of close-outs for each Project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities.

B. RECONSTRUCTION AND NEW CONSTRUCTION SCOPE OF WORK

In certain cases, a property owner may be eligible for only the complete reconstruction of his/her home, either substantially within the same footprint as the prior home (reconstruction) or new construction on a different footprint. The scope of Work for each reconstructed or newly constructed structure will vary but may include, although not be limited to, the following:

- 1) Coordination with the property owner and his/her family and case management from the time of assignment to obtaining a certificate of occupancy for closing;
- 2) Obtainment of all necessary state and local permits and approvals prior to the commencement of the Work for each structure;
- 3) Utility disconnection and deactivation;
- 4) Demolition of existing structures;
- 5) Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos-containing materials;
- 6) Provision of architectural and house plan renderings;
- 7) Site preparation;
- 8) Construction of new residential structures including 2-, 3-, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Standard (see GLO Minimum Design Standards for further information);
- 9) Meeting of the requirements of the GLO Minimum Design Standards, located on the GLO-CDR website at <http://recovery.texas.gov/>;
- 10) Compliance in the accessibility and design of Projects with the Americans with Disabilities Act of 1990 (if applicable), known as ADA requirements, with HUD exceptions;
- 11) Meeting of the requirements of the GLO Visitability Standards, located on the GLO-CDR website at <http://recovery.texas.gov/>; and
- 12) Performance of close-outs for each Project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities.

C. ADDITIONAL REQUIREMENTS

Contractor must perform additional duties including, but not limited to, the following:

- 1) Providing professional labor, equipment, and materials adequate to perform the work in accordance with the scope of Work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;

- 2) Complying with all applicable local, state, and federal laws, regulations, and guidelines, which may include the following: HUD Community Development Block Grant disaster laws, regulations, and guidelines; Section 3 of the Housing and Urban Development Act of 1968; and the Davis Bacon Act (for repairs to properties containing more than eight (8) units);
- 3) Mobilizing in the awarded Zone within 45 days from the effective date of this Work Order;
- 4) Providing documentation and tracking of construction progress;
- 5) Meeting with individual property owners to review the scope of Work to be performed, including establishing a work schedule acceptable to property owners and reviewing Work upon final inspection;
- 6) Meeting the GLO's 120-day work completion requirement from the Notice to Proceed;
- 7) Providing a certificate of compliance from the Green Standard governing body (see the GLO Minimum Design Standards for further information);
- 8) Providing information responsive to Public Information Act requests in a timely manner;
- 9) Meeting all federal, state, and local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other waste from demolished structures;
- 10) Providing a one-year warranty, a third-party ten-year structural warranty, and, when necessary, a third-party one-year flood insurance policy; and
- 11) Assisting homeowners in vacating their damaged homes, if necessary.

ZONE

Contractor will perform Work under this Work Order in **Zone 3**, which includes properties located in the following Texas counties: Cameron, Hidalgo, Jim Wells, and Willacy.

PROJECT ASSIGNMENT(S)

Prior to any assignments, Contractor will be required to coordinate with the GLO and its vendors responsible for the administration and project management of the Homeowner Assistance Program on behalf of the GLO. These meetings may occur any time within the first 45 days following execution of this Work Order.

Assignments will be based on the GLO's Builder Assignment Method, which may include the assessment of workmanship, project management, and customer service.

Each Project will require completion within 120 days of the Notice to Proceed.

PRICING

Reconstruction and New Construction Services: Composite Square-Foot Pricing

Set prices per square foot will be used for all standard reconstruction and new construction services described in each executed GLO Form 11.17, *Work Write-Up/Cost Estimate*, with the price per square foot for a Project correlating to the selected house size and the service period in which the Form 11.17 for the Project was executed, as outlined in the following table.

Zone 3			
Service Period	2 BR	3 BR	4 BR
Work Order Effective Date – 9/30/21	\$126.18	\$125.84	\$124.77
10/01/21 – 3/14/22	\$133.75	\$133.39	\$132.25
3/15/22 Until Further Notice	\$140.17	\$139.79	\$138.60

Any additional construction costs created by unusual, site-specific conditions will be considered via the change order process. If Contractor incurs site-specific costs associated with facilitating the purchase of one year of homeowner's insurance (and/or flood and windstorm insurance policies, when applicable), Contractor may be paid a site-specific administration fee of up to \$100 per Project.

Rehabilitation Services: Per-Unit Pricing

The pricing per unit for Rehabilitation Services may be approved for each Project and may consider proposed unit pricing from the selected builders and/or standard pricing using RS Means or a similar cost-estimate system. This pricing may be standardized in the Builder Assignment Method, as amended, or in any Work Order(s) issued.

If Contractor incurs site-specific costs associated with facilitating the purchase of one year of homeowner's insurance (and/or flood and windstorm insurance policies, when applicable), Contractor may be paid a site-specific administration fee of up to \$100 per Project.

BUDGET

All Work assigned and completed under this Work Order shall be executed for an amount not to exceed \$10,150,000.00, and each Project will be completed in accordance with the pricing outlined in the Pricing section of this Work Order.

Contractor shall submit invoices to the GLO in accordance with the terms of this Work Order and Section 3.02 and Attachment D-2 of the Contract, as amended; however, additional procedures for draw requests may be adopted as directed by the GLO. Invoices may be submitted no more than twice a month and may be submitted only following the Progress Inspection (50% Project completion) or Final Inspection (100% Project completion), as defined in Attachment D-2 of the Contract (as amended), for a Project. The GLO shall ensure that all deliverables, duties, and/or responsibilities in this Work Order are completed prior to the disbursement of funds.

In addition to other damages in the Contract and/or Work Order, liquidated damages of \$100 per day shall be assessed if Contractor does not complete a Project within 120 days of the issuance of a Notice to Proceed.

Contractor shall at no time subcontract more than 50% of the Project (by cost) to a single subcontractor without prior written permission from the GLO.

GLO Information Security Appendix (CDBG)

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Contractor (or any entity with which Contractor shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Contractor and/or aforementioned entities.

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

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

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

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

2. Security and Privacy Compliance

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

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Contractor will not share GLO Data with any third parties, except as necessary for Contractor's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Contractor will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Contractor shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Contractor or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8 Contractor shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Contractor shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Contractor shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

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

4. Data Mining

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

5. Breach of Security

- 5.1. Contractor shall provide the GLO with the name and contact information for an employee of Contractor which shall serve as the GLO's primary security contact.
- 5.2. Upon Contractor's discovery of a Breach of Security or suspected Breach of Security, Contractor shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Contractor shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Contractor shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Contractor shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Contractor shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Contractor will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Contractor shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Contractor's compliance with this Attachment, Contractor grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Contractor's, or Contractor's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Contractor shall fully cooperate with such assessment by

providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Contractor awards.

- 6.2 At the GLO's request, Contractor shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.



**AMENDMENT NO. 2 TO WORK ORDER NO. C797 UNDER
GLO CONTRACT NO. 19-094-006**

THE GENERAL LAND OFFICE (the “GLO”) and **DSW HOMES, LLC** (“Contractor”), each a “Party” and collectively “the Parties” to Work Order No. C797 (the “Work Order”) under GLO Contract No. 19-094-006 (the “Contract”), desire to amend the Work Order.

WHEREAS, the Parties desire to extend the term of the Work Order; and

WHEREAS, the Parties desire to revise the Work Order and Revised Scope of Work and Budget to reflect the addition of grant funds to the Project Budget and increases in pricing rates for construction and reconstruction services;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Work Order is amended to reflect that the Performance Period and Work Order shall terminate upon the earlier of the date of the Project’s completion, in the GLO’s sole determination, or **June 30, 2025**.
2. The Work Order is amended by adding funding in the amount of **\$1,476,868.70** for a total amount not to exceed **\$11,626,868.70** for the duration of this Work Order.
3. **ATTACHMENT A-1** to the Work Order, **Revised Scope of Work and Budget**, is deleted in its entirety and replaced with the **Revised Scope of Work and Budget**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-2**.
4. This Amendment shall be effective upon the date of the last signature.
5. The terms and conditions of the Work Order and Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

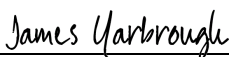
SIGNATURE PAGE FOR AMENDMENT NO. 2 TO WORK ORDER NO. C797 UNDER
GLO CONTRACT NO. 19-094-006

GENERAL LAND OFFICE

DSW HOMES, LLC

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




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Mark A. Havens, Chief Clerk

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James Yarbrough
Name: _____

Title: CFO

Date of execution: 3/7/2024

Date of execution: 3/7/2024

OGC 
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DGC 
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DLC 

ATTACHED TO THIS AMENDMENT:

ATTACHMENT A-2 – Revised Scope of Work and Budget

REVISED SCOPE OF WORK AND BUDGET

DESCRIPTION OF SERVICES AND REQUIREMENTS

Contractor may be required by the GLO to perform the Work enumerated in this section under this Work Order. In addition to the services and requirements described below, Contractor must perform any other ancillary construction-related services that may be required for a given Project. These ancillary services may go beyond what would be required for the repair/reconstruction of a property.

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- 2) Coordination with the property owner and his/her family and case management from the time of assignment to obtainment of a certificate of occupancy for closing;
- 3) Obtainment of all necessary state and local permits and approvals prior to the commencement of the Work for each structure;
- 4) Provision of copies of architectural and house plan renderings;
- 5) Demolition of damaged interior and exterior materials;
- 6) Foundation leveling, repair, and/or elevation;
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- 8) Building envelope repair, including:
 - Roof repair or replacement and attendant damage;
 - Door and window replacement;
 - Siding/veneer repair or replacement;
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- 12) Lead-based paint mitigation;
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- 5) Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos-containing materials;
- 6) Provision of architectural and house plan renderings;
- 7) Site preparation;
- 8) Construction of new residential structures including 2-, 3-, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Standard (see GLO Minimum Design Standards for further information);
- 9) Meeting of the requirements of the GLO Minimum Design Standards, located on the GLO-CDR website at <http://recovery.texas.gov/>;
- 10) Compliance in the accessibility and design of Projects with the Americans with Disabilities Act of 1990 (if applicable), known as ADA requirements, with HUD exceptions;
- 11) Meeting of the requirements of the GLO Visitability Standards, located on the GLO-CDR website at <http://recovery.texas.gov/>; and
- 12) Performance of close-outs for each Project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities.

C. ADDITIONAL REQUIREMENTS

Contractor must perform additional duties including, but not limited to, the following:

- 1) Providing professional labor, equipment, and materials adequate to perform the work in accordance with the scope of Work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- 2) Complying with all applicable local, state, and federal laws, regulations, and guidelines, which may include the following: HUD Community Development Block Grant disaster

laws, regulations, and guidelines; Section 3 of the Housing and Urban Development Act of 1968; and the Davis Bacon Act (for repairs to properties containing more than eight (8) units);

- 3) Mobilizing in the awarded Zone within 45 days from the effective date of this Work Order;
- 4) Providing documentation and tracking of construction progress;
- 5) Meeting with individual property owners to review the scope of Work to be performed, including establishing a work schedule acceptable to property owners and reviewing Work upon final inspection;
- 6) Meeting the GLO's 120-day work completion requirement from the Notice to Proceed;
- 7) Providing a certificate of compliance from the Green Standard governing body (see the GLO Minimum Design Standards for further information);
- 8) Providing information responsive to Public Information Act requests in a timely manner;
- 9) Meeting all federal, state, and local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other waste from demolished structures;
- 10) Providing a one-year warranty, a third-party ten-year structural warranty, and, when necessary, a third-party one-year flood insurance policy; and
- 11) Assisting homeowners in vacating their damaged homes, if necessary.

ZONE

Contractor will perform Work under this Work Order in **Zone 3**, which includes properties located in the following Texas counties: Cameron, Hidalgo, Jim Wells, and Willacy.

PROJECT ASSIGNMENT(S)

Prior to any assignments, Contractor will be required to coordinate with the GLO and its vendors responsible for the administration and project management of the Homeowner Assistance Program on behalf of the GLO. These meetings may occur any time within the first 45 days following execution of this Work Order.

Assignments will be based on the GLO's Builder Assignment Method, which may include the assessment of workmanship, project management, and customer service.

Each Project will require completion within 120 days of the Notice to Proceed.

PRICING

Reconstruction and New Construction Services: Composite Square-Foot Pricing

Set prices per square foot will be used for all standard reconstruction and new construction services described in each executed GLO Form 11.17, *Work Write-Up/Cost Estimate*, with the price per square foot for a Project correlating to the selected house size and the service period in which the Form 11.17 for the Project was executed, as outlined in the following table.

Zone 3			
Service Period	2 BR	3 BR	4 BR
Work Order Effective Date – 9/30/21	\$126.18	\$125.84	\$124.77
10/01/21 – 3/14/22	\$133.75	\$133.39	\$132.25
3/15/22 – 3/14/24	\$140.17	\$139.79	\$138.60
3/15/24 Until Further Notice	\$151.38	\$150.97	\$149.69

Any additional construction costs created by unusual, site-specific conditions will be considered via the change order process. If Contractor incurs site-specific costs associated with facilitating the purchase of one year of homeowner's insurance (and/or flood and windstorm insurance policies, when applicable), Contractor may be paid a site-specific administration fee of up to \$100 per Project.

Rehabilitation Services: Per-Unit Pricing

The pricing per unit for Rehabilitation Services may be approved for each Project and may consider proposed unit pricing from the selected builders and/or standard pricing using RS Means or a similar cost-estimate system. This pricing may be standardized in the Builder Assignment Method, as amended, or in any Work Order(s) issued.

If Contractor incurs site-specific costs associated with facilitating the purchase of one year of homeowner's insurance (and/or flood and windstorm insurance policies, when applicable), Contractor may be paid a site-specific administration fee of up to \$100 per Project.

BUDGET

All Work assigned and completed under this Work Order shall be executed for an amount not to exceed \$11,626,868.70, and each Project will be completed in accordance with the pricing outlined in the Pricing section of this Work Order.

Contractor shall submit invoices to the GLO in accordance with the terms of this Work Order and Section 3.02 and Attachment D-2 of the Contract, as amended; however, additional procedures for draw requests may be adopted as directed by the GLO. Invoices may be submitted no more than twice a month and may be submitted only following the Progress Inspection (50% Project completion) or Final Inspection (100% Project completion), as defined in Attachment D-2 of the Contract (as amended), for a Project. The GLO shall ensure that all deliverables, duties, and/or responsibilities in this Work Order are completed prior to the disbursement of funds.

In addition to other damages in the Contract and/or Work Order, liquidated damages of \$100 per day shall be assessed if Contractor does not complete a Project within 120 days of the issuance of a Notice to Proceed.

Contractor shall at no time subcontract more than 50% of the Project (by cost) to a single subcontractor without prior written permission from the GLO.