



**ENVIRONMENTAL SERVICES  
WORK ORDER No. C581  
UNDER GLO CONTRACT No. 20-187-001  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

Pursuant to **GLO CONTRACT NO. 20-187-001** (“Contract”) between the **GENERAL LAND OFFICE** (“the GLO”) and **FREESE AND NICHOLS, INC.** (“Provider”), each a “Party” and collectively “the Parties,” Provider is authorized to perform the services described below, subject to the terms of this Work Order No. **C581** (“Work Order”). This Work Order modifies and amends GLO Contract No. **20-187-001**, all provisions of which not specifically amended herein shall remain in full force and effect.

**WORK ORDER PROJECT DESCRIPTION**

Provider shall perform, or cause to be performed, environmental services, as described in **Attachment A**, attached hereto and incorporated herein for all purposes, relating to the GLO-administered CDBG-MIT and CDBG-DR programs identified in the State of Texas CDBG Mitigation Action Plan and the 2018/2019 CDBG-DR Action Plans, as may be amended, (the “Work Order Project”). Provider shall perform the Work Order Project in compliance with (a) all applicable federal, state, and local laws, ordinances, and regulations, including the Code of Federal Regulations, HUD requirements, and CDBG-MIT and CDBG-DR rules and regulations; (b) the Contract and all Attachments thereto; and (c) this Work Order.

**SPECIAL CONDITIONS**

Provider is subject to the following Special Conditions.

**Notice to Proceed:** Provider must receive a signed *Notice to Proceed* (the “NTP”), from the GLO prior to incurring any charges or commencing any Work Order Project Task per **Attachment A** 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 Work Order Project Task(s):** Each assigned Project must be performed in strict accordance with (1) the Contract and all Attachments; (2) this Work Order and all Attachments; (3) any other amendments to the Contract and/or Work Order; and (4) any NTPs or other instructions that may be issued by the GLO.

**WORK ORDER PROJECT TASKS, DELIVERABLES, AND DELIVERABLE DUE DATES**

Provider shall perform all tasks and submit all Deliverables in accordance with **Attachment A**.

**COMPENSATION**

The total compensation due and paid to Provider for services performed pursuant to this Work Order is not to exceed \$3,000,000.00. Expenditures shall conform to the Work Order Project Budget included in **Attachment A**.

**SUBMISSION OF INVOICES**

Provider shall submit invoices to the GLO in accordance with the Work Order Project Budget included in **Attachment A** and in accordance with Section 3.03 of the Contract. Failure to submit invoices as instructed may significantly delay payment under the Work Order.

**PERFORMANCE PERIOD**

This Work Order shall become effective on November 1, 2024, and shall terminate upon completion, in the sole determination of the GLO, of the Work Order Project or on October 31, 2028, whichever occurs first (“Performance Period”).

**FEDERAL FUNDING**

Funding for this Work Order is appropriated by the Congress of the United States and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund necessary expenditures related to the purposes stated in the laws identified below 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.).

Funding for nonadministrative costs incurred under this Work Order is allocated to the State of Texas by HUD through the grants specified in the table below.

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

Administrative costs incurred under this Work Order shall be paid from eligible administrative funds appropriated by the Congress of the United States under Public Laws 110-329, 112-55, 114-113, 114-223, 114-254, 115-31, 115-56, 115-123, and 115-254, and 116-20 and or any future

Congressional act, without regard to the particular disaster appropriation from which such funds originated.

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

#### **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 Services of 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 one or more of the GLO Project Managers specified in **Attachment A** may approve extensions to Deliverable due dates within the confines of the Performance Period. Requests for extensions and approvals for same must be made in writing and shall become part of the GLO's Project file.

#### **COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS**

In its performance of this Work Order, Provider shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations, including, without limitation, those listed in the Nonexclusive List of Applicable Laws, Rules, and Regulations, attached hereto and incorporated herein for all purposes as **Attachment B**.

#### **REQUIRED INSURANCE COVERAGE**

For the duration of this Work Order, Provider shall acquire insurance with financially sound and reputable independent insurers, in the type and amount specified in **Attachment C**, attached hereto and incorporated for all purposes. Failure to submit required insurance forms as instructed in **Attachment C** may significantly delay the start of Work under the Work Order.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR WORK ORDER NO. C581  
UNDER GLO CONTRACT NO. 20-187-001**

**GENERAL LAND OFFICE**

**FREESE AND NICHOLS, INC.**

Signed by:  
*Jennifer G Jones*  
E70CDF09B56540E...  
Jennifer G. Jones  
Chief Clerk and Deputy Land Commissioner  
Date of execution: 11/5/2024

DocuSigned by:  
*Jimmy Gibson*  
73CC05A1003E  
Name: Jimmy Gibson  
Title: Principal/Vice President  
Date of execution: 11/5/2024

OGC *VD*

PM *DD*

SDD *HL*

DGC *MB*

GC *JG*

DCC *CP*

**ATTACHMENTS TO THIS WORK ORDER:**

**ATTACHMENT A** – Scope of Services and Work Order Project Budget

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

**ATTACHMENT C** – Required Insurance and Form of Certificate

**ATTACHMENTS FOLLOW**

## SCOPE OF SERVICES

To the extent provided by law and at GLO's discretion, Provider shall perform, or cause to be performed, comprehensive environmental services to facilitate mitigation and disaster recovery efforts administered by the GLO pursuant to the applicable 2018/2019 CDBG-DR and CDBG-MIT Action Plans. Provider shall perform environmental services necessary for the completion of environmental reviews as required in 24 C.F.R. Part 58. Such services may include providing technical assistance, monitoring services, and quality control services to facilitate mitigation and disaster recovery activities administered by the GLO.

### **I. WORK ORDER PROJECT TASKS**

Provider shall perform, at a minimum, the following Work Order Project Task(s) ("Task(s)") at the discretion of the GLO:

1. Develop, and revise as necessary throughout the term of the Work Order, standard operating procedures ("SOP") regarding environmental services to be performed by Provider and submit such SOP to the GLO for approval.
2. For each CDBG-DR/CDBG-MIT activity, determine the level of environmental review required—i.e. Exempt; Categorical Exclusion Not Subject To 24 C.F.R. 58.5 ("CENST"); Categorical Exclusion Subject To 24 C.F.R. 58.5 ("CEST"); Tiered/Broad and Site-Specific Environmental Reviews; Environmental Assessment ("EA"); Re-evaluations, and/or Environmental Impact Statements ("EIS"), if needed.
3. Perform environmental review(s) of an assigned CDBG-DR and/or CDBG-MIT activity based on the required level of environmental review determined in Task 2, above, with the exception that, if Provider and the GLO determine that an EIS is required under Task 2, work associated with the performance of the EIS shall be assigned via a separate Work Order by the GLO. The performance of an EIS may be assigned to Provider at the GLO's discretion.
4. Prepare, publish, produce, and/or review the environmental clearance documents for the Environmental Review Record ("ERR") based on the performance of Tasks 2 and 3, above.
5. If preparing and conducting an environmental review or Re-evaluation, provide all documentation to support the environmental findings and environmental clearance as described in 24 C.F.R. part 58, which may include, but is not limited to, the following:
  - a. Environmental review documentation for an activity that is exempt or CENST, including the activity description, written determination supporting exemption or exclusion, and any other supporting documentation, as required by the GLO, and in HUD's most recent format (<https://www.hudexchange.info/resource/3141/part-58-environmental-review-exempt-or-censt-format/>);
  - b. Environmental review documentation for an activity that is CEST, as required by the GLO, in HUD's most recent CEST format (<https://www.hudexchange.info/resource/3139/part-58-environmental-review-cest-format/>) and/or environmental review documentation for an activity that is EA, as required by

the GLO, in HUD's most recent EA format (<https://www.hudexchange.info/resource/3140/part-58-environmental-assessment-form/>);

- c. Tiered/Broad & Site-Specific Review documentation;
- d. ASTM Phase I and II Environmental Site Assessments ("ASTM Phase I and II ESA") documentation;
- e. Published early and final floodplain and/or wetland notices with supporting affidavit and proof of publication;
- f. Notice to interested parties;
- g. Finding of No Significant Impact (FONSI)/Request for Release of Funds (RROF);
- h. Notice of Intent (NOI)/Request for Release of Funds (RROF);
- i. Authority to Use Grant Funds (AUGF);
- j. Completed HUD RROF Form 7015.15;
- k. All documentation confirming agency approval; and/or
- l. Any other ERR documentation as requested by the GLO.

Final CEST and EA must include all completed regulatory coordination, completed publications, notices to interested parties, and/or all Task-specific required documentation, as applicable. Such documentation for the final EA and CEST may include, but is not limited, to the following: CEST/EA environmental review documentation in the format described in Task 5; completed ASTM Phase 1 ESA; published early and final floodplain and/or wetland notices with supporting affidavit and proof of publication, as required; all documentation confirming agency approval; published FONSI/RROF or NOI/RROF; and completed HUD RROF Form 7015.15.

6. If conducting a review of an ERR, provide all documentation to support the findings and ensure compliance, including, but not limited to, comments and/or revision requests.
7. Provide Geographic Information System (GIS) map spatial data as generated by the Project at the request of the GLO and submit such data to the GLO or RE, as applicable, in the standard format as requested by the GLO.
8. Secure all permits, as required. Permits may be associated with the following: noise pollution; air and water quality; wetlands and floodplains; hazardous materials; socioeconomic and environmental justice; biological resources; threatened and endangered species; geological areas; contamination and toxic substances; and/or cultural or historic resources.
9. Prepare, conduct, or review any technical reports, special studies, additional assessments, and/or site/field surveys requested by the GLO, which may include, but are not limited to: ASTM Phase I and II ESAs; Biological Assessments; Noise Assessments; Wetland Delineation Reports; Section 106 Cultural Resources Investigation Reports; USFWS Section 7 coordination; USACE Individual Permits,

asbestos surveys, lead-based paint and mold assessments, archeology studies, architectural reviews, etc.

10. As requested by the GLO, prepare written responses to public comments received during the public comment phase of the environmental review to a state or federal agency's request requiring further studies, and/or to comments from public or private entities and submit to GLO for approval. Coordinating with the GLO, incorporate all approved written responses into the ERR.
11. Coordinate with vendors, construction personnel, and local, state, and federal regulatory agencies to ensure Task compliance and to facilitate environmental clearance, which may include conducting field inspections.
12. Maintain the ERR in the GLO system of record.
13. Provide training, technical assistance, guidance, and interpretation of HUD / NEPA laws, regulations, policies, procedures, and requirements to Provider's staff, Subrecipients, GLO's staff, and any other service providers, as requested by the GLO.
14. Support and participate in audits conducted by the GLO, HUD, any contracted auditors, or other authorized entities.
15. Participate in weekly in-person or teleconference meetings, as requested by the GLO, to monitor the progress of Provider's work and the overall direction of the Work Order and associated Tasks;
16. Participate in monthly in-person or teleconference meetings regarding program status, significant issues, lessons learned, and items needing to be addressed, as requested by the GLO.
17. Prepare and submit monthly reports detailing program status, significant issues, lessons learned, and items that need to be addressed.
18. Respond to correspondence from the GLO and other vendors within 24 hours and provide comprehensive, written answers within 72 hours of requests by the GLO.
19. Provide the GLO with an organizational chart and resumes of Provider's staff and key Subcontractors, as requested by the GLO. Provider shall staff or have access to subject matter experts appropriately trained in all relevant specialty resource areas. Specialists include, but are not limited to, the following: a Section 404 USACE permitting and Wetland Delineation specialist; a Secretary of the Interior (SOI)-qualified specialist to perform Section 106 Cultural Resource Investigations and Reports; and a Threatened and Endangered Species specialist to conduct Section 7 reviews, as required, etc.
20. Assist the GLO and Subrecipients with any additional environmental services that may arise during the life of this Work Order.

## **II. WORK ORDER PROJECT DELIVERABLES**

1. One (1) SOP and any revisions, if applicable, regarding Tasks to be performed by Provider, as described above in Section I. Work Order Project Tasks.

2. For each environmental review and Re-evaluation, all documentation required (as described below) for the ERR to support the performance of the environmental reviews as described in Tasks 2-5:
  - a. Exempt and CENST:
    - i. One (1) written environmental review for an activity that is exempt or CENST, including the activity description, written determination supporting exemption or exclusion, and any supporting documentation, as required by the GLO, and in HUD's most recent format (<https://www.hudexchange.info/resource/3141/part-58-environmental-review-exempt-or-censt-format/>); and
    - ii. Any additional environmental review documentation required by the GLO;
  - b. CEST or EA:
    - i. One (1) written CEST environmental review, as required by the GLO, in HUD's most recent CEST format (<https://www.hudexchange.info/resource/3139/part-58-environmental-review-cest-format/>), as required by the GLO, or one (1) written EA environmental review, in HUD's most recent EA format (<https://www.hudexchange.info/resource/3140/part-58-environmental-assessment-form/>), as required by the GLO;
    - ii. One (1) ASTM Phase 1 ESA, as required, and for all multi-family Work Order Projects;
    - iii. One (1) early floodplain notice and one (1) final floodplain notice and/or wetland notice, with supporting affidavits and proof of publication;
    - iv. Governmental agency approval documentation, as required by the GLO;
    - v. One (1) FONSI/RROF or NOI/RROF, as applicable, including supporting affidavit and proof of publication;
    - vi. Completed HUD RROF Form 7015.15;
    - vii. GIS data in standard format, as required by the GLO;
    - viii. Required permit(s);
    - ix. Assessment(s) per Task 9; and/or
    - x. Any additional environmental review documentation required by the GLO.
  - c. Tiered/Broad Review & Site-Specific Review:
    - i. All written documentation required to complete the ERR pursuant to 24 C.F.R. 58.38; and
    - ii. Any additional environmental review documentation required by the GLO;
  - d. Re-evaluation:
    - i. One (1) written, supporting memorandum detailing the findings of the Re-evaluation (if no further action is recommended in the Re-evaluation process) pursuant to 24 C.F.R. 58.47; and



- ii. Any additional environmental review documentation required by the GLO;
- 3. For reviews of the ERR as described in Task 6, all documentation required to support environmental compliance, including, but not limited to, comments/revision requests.
- 4. Written responses to any comments received during the comment phase of the environmental review, as described in Task 10 above.
- 5. Training sessions, materials, training schedules, and attendance records for training relating to HUD/NEPA laws, regulations, policies, procedures, and requirements.
- 6. The following ongoing Work Order Project Deliverables:
  - a. Attendance at weekly in-person or teleconference meetings, as requested by the GLO;
  - b. Monthly written reports detailing program status, significant issues, research conducted, and any other items that need to be addressed;
  - c. Attendance at monthly meetings regarding program status, significant issues, research conducted, and items that need to be addressed, as requested by the GLO; and
  - d. Agenda, meeting minutes, and attendance sheets for each meeting and near-real-time access to individual Tasks' statuses.

**III. SCHEDULE FOR SUBMISSION OF ENVIRONMENTAL REVIEW(S)**

With respect to preparing ERRs, Provider shall submit to the GLO or RE, as applicable, the final ERR within the required number of days after the issuance of the NTP, which authorizes Provider to conduct the review by the GLO, as specified in Table 1 below. With respect to reviewing ERRs, Provider shall provide comments/revision requests to the GLO or RE, as applicable, within the required number of days after the issuance of the NTP by the GLO, as specified in Table 1 below.

**TABLE 1**

<u><b>ENVIRONMENTAL REVIEW RECORD (ERR)</b></u>	<u><b>Days After Issuance of NTP if Preparing</b></u>	<u><b>Days After Issuance of NTP if Reviewing</b></u>
Exempt	5 Days	2 Days
CENST	5 Days	3 Days
CEST	60 Days†	6 Days†
EA	90 Days†	8 Days†
Re-Evaluation	45 Days†	5 Days†
Tiered/Broad & Site-Specific Review	90 Days†	10 Days†

†May be extended by the GLO if Work Order Project Task's constraints warrant additional time.

**IV. PROVIDER RESPONSIBILITIES**

- 1. Provider shall notify the GLO immediately in writing of any conflict of interest or potential conflict of interest over the Work Order term.

2. Provider shall submit invoices in the format required by the GLO and shall submit such invoices only when the Work Order Project Deliverable(s) and/or Task(s), are completed and approved by one or more of the GLO Project Managers.

**V. GLO RESPONSIBILITIES**

1. The GLO shall provide management oversight of Provider's services.
2. The GLO shall ensure access to necessary GLO information to allow Provider to perform contract Work Order requirements.
3. The GLO shall ensure access to GLO staff and subject matter experts as applicable to the Work Order Project.

**WORK ORDER PROJECT BUDGET**

All Tasks and Work Order Project Deliverables shall be executed for an amount not to exceed \$3,000,000.00 (the "NTE amount").

The GLO shall compensate Provider for services rendered under this Work Order in accordance with fixed-price-Work Order Project Deliverables pricing in Table 2 and, for additional GLO-requested Tasks costs (as more fully described below in 2.) in accordance with the hourly rates in Table 3. All rates included in Table 2 and Table 3 are inclusive of all travel and other expenses necessary to complete the requested services; no additional compensation shall be approved or provided by the GLO to the Provider, except as described below:

1. Per Table 2, Cost per Unit for an Environmental Review (Cost to Prepare) in which publication cost(s) are required, includes publication cost(s) up to \$500 per environmental review. The GLO shall reimburse Provider for those publication costs incurred over \$500 per Environmental Review (Cost to Prepare), for those environmental reviews which require publication of notices, upon receipt and approval by the GLO of adequate supporting publication expense documentation; and
2. Any GLO-requested Tasks, besides those Tasks resulting in a Work Order Project Deliverable addressed in Table 2, may be expensed as time and materials costs, unit costs, or lump sum costs, as provided herein. The sum total of all costs associated with performance of these GLO-requested Tasks shall not exceed 15% of the NTE amount. These additional Tasks shall be performed at the sole request of the GLO, evaluated/negotiated for cost reasonableness, requested via an NTP by the GLO to Provider, and monitored by the GLO Project Manager(s) and applicable team(s). For any additional Tasks requested by the GLO in which time is expensed, Provider shall utilize the hourly rates listed in Table 3 below.

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**TABLE 2**

<b>WORK ORDER PROJECT DELIVERABLES</b>	<b>Cost Per Unit</b>
<b>Standard Operating Procedures, including all revisions</b>	<b>\$ 4,929.00</b>
<b>Environmental Review (Cost to Prepare)</b>	
Exempt	<b>\$ 524.00</b>
CENST	<b>\$ 524.00</b>
CEST*	<b>\$ 2,589.00</b>
EA*	<b>\$ 8,049.00</b>
Re-evaluation (* and ** are both applicable)	<b>\$ 1,347.00</b>
Tiered/Broad per County*	<b>\$ 10,785.00</b>
Tiered/Site-Specific*	<b>\$ 1,076.00</b>
ASTM Phase 1 ESA***	<b>\$ 3,835.00</b>
<b>Environmental Review (Cost to Review)</b>	
Exempt	<b>\$ 276.00</b>
CENST	<b>\$ 276.00</b>
CEST	<b>\$ 367.00</b>
EA	<b>\$ 913.00</b>
Re-evaluation**	<b>\$ 367.00</b>
Tiered/Broad by County	<b>\$ 913.00</b>
Tiered/Site-Specific	<b>\$ 362.00</b>
ASTM Phase I ESA***	<b>\$ 561.00</b>
<b>Ongoing Work Order Project Deliverables</b>	
Weekly in-person or teleconference status meetings, as requested by the GLO (including agenda, minutes, and attendance sheets)	<b>\$ 351.00 per meeting</b>
Monthly status reports	<b>\$ 493.00 per report</b>
Monthly meetings, as requested by the GLO (including agenda, minutes, and attendance sheets) regarding Project status, significant issues, research conducted, and items that need to be addressed	<b>\$ 524.00 per meeting</b>

\*Per Table 2, Cost per Unit for an Environmental Review (Cost to Prepare) in which publication cost(s) are required includes publication cost(s) up to \$500 per environmental review.

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

\*\*\*This Phase 1 ESA cost is for an area up to 10 acres. If the area is more than 10 acres, Provider shall submit a separate cost estimate for GLO’s approval prior to conducting the Phase 1 ESA. No work shall be performed by the Provider without the issuance of the NTP to Provider by the GLO.

**TABLE 3**

<b>HOURLY RATES</b>			
<b>Task/Position</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Quantity Requested</b>
Senior Project Manager	HOUR	\$160.00	TBD
Project Manager	HOUR	\$130.00	TBD
Subject Matter Expert ****	HOUR	\$160.00	TBD
Environmental Compliance Inspector	HOUR	\$100.00	TBD
GIS Specialist	HOUR	\$109.00	TBD
Junior Environmental Scientist	HOUR	\$90.00	TBD
Technical Writer Specialist	HOUR	\$75.00	TBD
Administrative	HOUR	\$70.00	TBD

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

Funds associated with this Work Order shall be disbursed to Provider per the completion and approval of each eligible requested Work Order Project Deliverable(s) and/or Task(s), to be invoiced on no more than a monthly basis over the term of this Work Order. The GLO shall ensure that all Work Order Project Deliverables, Tasks, duties, and/or responsibilities outlined and scheduled in this Work Order are completed in conformance with the terms of the Contract and this Work Order prior to disbursement of funds. In addition to a draw request detailing the work performed, the GLO may request additional documentation proving completion of the applicable Work Order Project Deliverables, Tasks, duties, and/or responsibilities. Provider shall submit invoices to the GLO in accordance with Section 3.03 of the Contract; however, additional procedures may be adopted at the GLO’s request for draw requests. All reports, Work Order Project Deliverables, and other critical documentation outlined in this Work Order must be timely submitted via e-mail to the GLO Project Managers: D’Ann DeLeon at [Dann.deleon.glo@recovery.texas.gov](mailto:Dann.deleon.glo@recovery.texas.gov) and David Camarena at [David.Camarena.glo@recovery.texas.gov](mailto:David.Camarena.glo@recovery.texas.gov). Any changes to these contacts or procedures shall be made, in writing, by the GLO to Provider.

Liquidated damages shall be assessed for failure to fully complete any Work Order Project Deliverable, Task, duty, and/or responsibility outlined in the Scope of Work and requested by the GLO at a rate of \$100 per each day the Work Order Project Deliverable, Task, duty, and/or responsibility is past due.

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

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

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

**GENERALLY**

The Acts and Regulations specified in this Contract;

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

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);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual;

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

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 Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

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

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

### **LABOR STANDARDS**

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

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

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

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

Federal Executive Order 11246, as amended.

### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. Part 75;

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

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

Federal Executive Order 11246, as amended.

### **GRANT AND AUDIT STANDARDS**

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

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

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

Title 1 Texas Administrative Code § 5.167(c).

### **LEAD-BASED PAINT**

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

### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

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, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

### **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).

**ACQUISITION / RELOCATION**

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

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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## REQUIRED INSURANCE

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

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

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

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

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

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

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

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring this Work Order in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring this Work Order. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described below. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

**INSURANCE REQUIRED PER WORK ORDER:**

1. Workers Compensation & Employers Liability:

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

Workers Compensation: Statutory Limits  
Employers Liability: Each Accident \$1,000,000  
Disease - Each Employee \$1,000,000  
Disease - Policy Limit \$1,000,000

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

2. Commercial General Liability: Occurrence based:

Bodily Injury and Property Damage  
Each occurrence limit: \$1,000,000  
Aggregate limit: \$2,000,000  
Medical Expense each person: \$5,000  
Personal Injury and Advertising Liability: \$1,000,000  
Products / Completed Operations Aggregate Limit: \$2,000,000  
Damage to Premises Rented to You: \$50,000

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

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

Insurance Certificates must:

- (a) be submitted to [insurance@GLO.TEXAS.GOV](mailto:insurance@GLO.TEXAS.GOV);
- (b) **prominently display "GLO Contract No. 20-187-001" and "Work Order No. C581"**; and
- (c) name the General Land Office as an additional insured.

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

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

**REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<p style="text-align: center; border: 2px solid red; padding: 5px; display: inline-block;"><b>Required form of Insurance</b></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b></td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b></td> </tr> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td colspan="2"><b>INSURER A :</b></td> </tr> <tr> <td colspan="2"><b>INSURER B :</b></td> </tr> <tr> <td colspan="2"><b>INSURER C :</b></td> </tr> <tr> <td colspan="2"><b>INSURER D :</b></td> </tr> <tr> <td colspan="2"><b>INSURER E :</b></td> </tr> <tr> <td colspan="2"><b>INSURER F :</b></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b>		<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER E :</b>																					
<b>INSURER F :</b>																					

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

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

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

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

<p><b>CERTIFICATE HOLDER</b></p>	<p style="text-align: center;"><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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