



**PROFESSIONAL SERVICES CONTRACT  
GLO CONTRACT NO. 22-004-007**

THE GENERAL LAND OFFICE AND VETERANS LAND BOARD (collectively, the “GLO”) and COBB, FENDLEY & ASSOCIATES, INC., Texas Identification Number (TIN) 17421928791 (“Provider”), each a “Party” and collectively “the Parties,” enter into the following contract for professional services (the “Contract”) pursuant to: Texas Government Code Chapter 2254, Subchapter A; Texas Natural Resources Code Section 164.005; and as applicable, in conjunction with 2 C.F.R. 200.317.

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

**1.01 DEFINITIONS**

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, and Title 38, Parts 39 and 59, Code of Federal Regulations and Chapter 321 and Title 10, Subtitles D and F of the Texas Government Code.

“[Amendment](#)” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract other than those documented in Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information attached to this Contract after the execution page or incorporated by reference herein.

“[CDBG-DR](#)” means the Community Development Block Grant Disaster Recovery program administered by the U.S. Department of Housing and Urban Development in cooperation with the GLO.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation program administered by the U.S. Department of Housing and Urban Development in cooperation with the GLO.

“[C.F.R.](#)” means the Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

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

“[Contract](#)” means this entire document, its Attachments and documents expressly incorporated by reference herein, and any associated Work Orders, Amendments, or Technical Guidance Letters issued under this Contract.

“[Deliverables](#)” means a unit or increment of work—including any item, task, report, data, document, photograph, drawing, process, computer program or code, or other

submission—that is required by the GLO to be delivered or completed by Provider, in whatever form, to the GLO under the terms of this Contract.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects) prescribed by the U.S. Office of Management and Budget for use by agencies awarding or administering federal grants to assure compliance with statutory requirements for grant programs, attached hereto as **Attachment D**.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” approved by the U.S. Office of Management and Budget for use by agencies awarding or administering federal grants, attached hereto as **Attachment D**.

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

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

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

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

“[General Affirmations](#)” means the terms and conditions attached hereto as **Attachment B**, that Provider affirms and agrees to by executing this Contract.

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

“[HSP](#)” means historically underutilized business subcontracting plan, as described by Chapter 2161 of the Texas Government Code.

“[HUB](#)” means historically underutilized business, as defined by Chapter 2161 of the Texas Government Code.

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

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

“[Notice to Proceed](#),” or “[NTP](#),” means the written document the GLO issues to Provider establishing the date on which Provider may begin work under this Contract.

“[Project](#)” means the services described in **Section 1.03** of this Contract.

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

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#),” or “[PIA](#),” means Chapter 552 of the Texas Government Code.

“[Solicitation](#)” means GLO Request for Qualifications No. X0023789-SV (including any exhibits and addenda thereto), which is incorporated herein by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Provider’s full and complete response to the Solicitation. The Solicitation Response, including any attachments and addenda, is incorporated herein by reference for all purposes in its entirety.

“[Subcontractor](#)” means a person or entity that contracts with Provider to perform part or all of Provider’s obligations under this Contract or any Work Order issued hereunder.

“[Subrecipient](#)” means a local governmental body or political subdivision that, as determined by the GLO, receives a subaward under grant administered by the GLO.

“[Technical Guidance Letter](#),” or “[TGL](#),” means a written instruction, clarification, or interpretation of the requirements of this Contract, issued by the GLO and provided to Provider, applicable to specific subject matter pertaining to this Contract, and to which Provider shall be subject as of a specified date.

“[Travel Regulations](#)” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Provider’s travel expenses, including: Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available on the Comptroller’s website.

“[VLB](#)” means the Veterans Land Board and its officers, employees, and designees, acting in their official capacities.

“[Work Order](#)” means an individually-negotiated document authorizing Provider perform specific services or deliver specific goods under the Contract. Upon execution by both Parties, a Work Order becomes a part of the Contract.

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

## **1.02 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, Work Order, or schedule of this Contract unless otherwise specified.
- (c) The word “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any such consent, approval, or waiver.
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this Contract, its Attachments, any Work Order(s), applicable law, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable federal, state, or local laws, rules, and regulations; the Contract; the Attachments to the Contract in this order: **Attachment D, Attachment A, Attachment B, Attachment C**; any applicable Work Order, with conflicts between Work Orders being resolved by giving precedence to the Work Order with the earliest effective date; the Solicitation; and the Solicitation Response.

### **1.03 PROJECT**

- (a) Provider will perform, or cause to be performed, professional architectural and/or engineering services as described in **Attachment A, Approved Services** (the “Project”).
- (b) Provider must perform the Project in accordance with: this Contract and all Attachments; all Amendments and Technical Guidance Letters; all issued Work Orders; the Solicitation; the Solicitation Response; and all applicable federal, state, and local laws, ordinances, and regulations.

### **1.04 WORK ORDERS AND REPORTING REQUIREMENTS**

- (a) Upon the GLO’s identification of specific work within the scope of this Contract, the GLO will select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. If the GLO selects Provider to perform the work, the GLO may request Provider submit a proposal to complete the work. Provider’s proposal must include pricing and a project plan listing tasks and Deliverables, as appropriate, with a completion schedule or due date for each task and Deliverable. The GLO will negotiate with Provider a Work Order at a fair and reasonable price. Provider must fulfill all applicable requirements in the Contract and applicable Work Order, including providing proof of insurance coverage before beginning the work.
- (b) If the GLO selects Provider to perform work under this Contract and successfully negotiates with Provider a fair and reasonable price for such work, the GLO will issue a Work Order to Provider. The GLO may issue multiple Work Orders during the term of this Contract. Each Work Order must be in writing and signed by the Parties’ authorized representatives. Each Work Order must include, as applicable: a scope of services; a list of tasks; a completion schedule; a list of Deliverables and a due date or completion schedule for each Deliverable; a detailed budget; and such other information or conditions necessary for the work described therein. Upon execution by both Parties, each Work Order shall become an Attachment hereto, with this Contract and all Attachments thereafter being referred to collectively as the “Contract.”

- (c) The GLO does not represent or guarantee that it will issue Work Orders to Provider pursuant to this Contract. All work requested under this Contract will be required on an irregular and as-needed basis throughout the Contract term. The GLO makes no guarantee of volume or usage under this Contract.
- (d) Provider must submit reports as required by any applicable Work Order.

## **II. TERM**

### **2.01 DURATION**

- (a) This Contract is effective as of the date of last signature (the “Effective Date”) and shall terminate on August 31, 2026 (the “Termination Date”). The GLO, at its own discretion and subject to applicable limitations in the General Appropriations Act and other law, may renew this Contract, subject to terms and conditions mutually agreeable to both Parties. Upon mutual written agreement, the Parties may renew this Contract to conform to the term of a time-limited revenue source used to fund, in whole or in part, a Work Order issued under this Contract.
- (b) This Contract is effective for the term specified herein. Any services Provider performs before the Effective Date or after the Contract’s termination or expiration are performed at Provider’s sole risk and the GLO may choose not to compensate Provider for such services.
- (c) Notwithstanding the Effective Date of this Contract, and to the extent required by any applicable Work Order, Provider must not incur charges or begin work before the date indicated in the GLO’s written Notice to Proceed (NTP). The GLO may deliver the NTP to Provider by email or fax. Any services Provider performs before the date indicated in the NTP or after the termination or expiration of the Contract or any applicable Work Order are performed at Provider’s sole risk and the GLO may choose not to compensate Provider for such services.

### **2.02 EARLY TERMINATION**

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

### **2.03 ABANDONMENT OR DEFAULT**

If Provider abandons work or defaults on the Contract or any Work Order issued hereunder, the GLO may terminate the Contract and any Work Order issued hereunder without notice.

## **III. CONSIDERATION**

### **3.01 COMPENSATION**

The GLO will compensate Provider in accordance with each applicable Work Order issued pursuant to this Contract.

### **3.02 TRAVEL EXPENSES**

- (a) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses

directly attributable to Provider's performance of this Contract and an applicable Work Order issued pursuant to this Contract, at the rates established or adopted by the Comptroller, as outlined in the Travel Regulations.

- (b) Subject to the maximum amount authorized in each Work Order and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are working away from the cities in which they are permanently assigned and conducting business specifically authorized in the scope of services in the applicable Work Order.
- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

### 3.03 INVOICES

Invoices must:

- (a) be submitted as instructed in the applicable Work Order(s);
- (b) be supported by documentation (including, but not limited to, itemized receipts) that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display "GLO Contract No. 22-004-007" and the applicable GLO Work Order number(s).**

### 3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Provider. **However, the Prompt Pay Act does not apply if Provider does not send invoices that comply with this Contract.** If Provider does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO will not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this Contract.

## **IV. PERFORMANCE, AFFIRMATIONS, AND ASSURANCES**

### 4.01 PERFORMANCE STANDARD

Provider must perform all services and complete all Deliverables under this Contract: (1) with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

### 4.02 WARRANTY

- (a) Provider warrants that all Deliverables and services it completes under this Contract will: meet or exceed the standards set out herein; meet or exceed the specifications set forth in the Contract and any applicable Work Order; and, to the extent applicable, be fit for ordinary use, of good quality, and with no material defects.

- (b) If Provider submits Deliverables or performs services that do not meet specifications, fails to complete and submit Deliverables timely, or fails to perform its obligations under this Contract, the GLO may require Provider, at its sole expense, to:
  - (i) correct, repair, or replace Deliverables that do not meet specifications;
  - (ii) reperform services that do not meet specifications;
  - (iii) refund payment for Deliverables or services that do not meet specifications and accept the return of such Deliverables;
  - (iv) if specified in an applicable Work Order, pay liquidated damages for each unfulfilled obligation or past-due service or Deliverable, in an amount specified in the applicable Work Order, until the GLO approves completion of said obligation, service, or Deliverable; and/or
  - (v) take necessary action to ensure that future performance, services, and Deliverables meet specifications and conform to the Contract and any applicable Work Order.

#### **4.03 GENERAL AFFIRMATIONS**

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

#### **4.04 FEDERAL ASSURANCE AND CERTIFICATIONS**

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

#### **4.05 DEBARMENT AND SUSPENSION**

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

### **V. STATE FUNDING**

#### **5.01 CONTRACT FUNDING**

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

## **5.02 RECAPTURE OF FUNDS**

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

## **5.03 OVERPAYMENT**

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

# **VI. OWNERSHIP AND INTELLECTUAL PROPERTY**

## **6.01 OWNERSHIP AND INTELLECTUAL PROPERTY**

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

## **6.02 COPYRIGHT**

- (a) Provider agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract (individually a "Work" and collectively the "Works") will be made the exclusive property of the GLO. Provider acknowledges that each Work is a "work made for hire" under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the GLO.
- (b) If, for any reason, any Work or any portion of a Work is not a work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to the Works or such portion of any Work. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the Works and all rights associated with the copyright, including, but not limited to,



reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future.

- (c) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights defined herein that were granted to the GLO, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

### **6.03 PUBLICATION**

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

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

### **7.01 BOOKS AND RECORDS**

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

### **7.02 INSPECTION AND AUDIT**

- (a) All records related to this Contract, including records of Provider and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. If work performed under this Contract is federally funded, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
- (c) State agencies authorized to audit and inspect Provider and its records, Subcontractors, and Subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees.

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

### 7.03 PERIOD OF RETENTION

- (a) All records relevant to federally-funded work performed under this Contract shall be retained for a period subsequent to the final closeout of the federal grant(s) applicable to the work, in accordance with federal regulations. **The GLO will notify Provider of the date upon which local records may be destroyed, and Provider shall retain all records related to this Contract until the destruction date determined by the GLO.**
- (b) Except as specified in (a) above, each Party shall retain in its records this Contract and all documents related to this Contract. Except as specified in (a) above, and unless a longer retention period is specified by applicable federal law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.

## **VIII. MISCELLANEOUS PROVISIONS**

### 8.01 INSURANCE

For the duration of each Work Order issued pursuant to this Contract, Provider must acquire and maintain insurance and bonds with financially sound and reputable insurers licensed by the Texas Department of Insurance in the type, amount, and form specified in the applicable Work Order. Provider must submit to the GLO certificates of insurance and other documents necessary to establish to the GLO's satisfaction that Provider carries the types and amounts of insurance specified in the applicable Work Order. If the insurance needs change or the GLO determines any policy does not comply with the terms of the applicable Work Order, Provider must secure such additional policies or coverage that the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of a Work Order, Provider must submit renewal certificates to the GLO evidencing continuity of coverage. The GLO may terminate any Work Order for which Provider fails to submit evidence of required insurance or bonds.

### 8.02 TAXES, WORKERS' COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider must comply with all state and federal laws—including laws regarding wages, taxes, insurance, and workers' compensation—that apply to Provider or its employees. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

- (b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

### **8.03 LEGAL OBLIGATIONS**

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

### **8.04 INDEMNITY**

Provider shall indemnify, defend, and hold harmless the State of Texas and the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related damages, costs, attorney fees, and expenses to the extent caused by, arising out of, or resulting from any acts of negligence, intentional torts, willful misconduct, personal injury or damage to property, and/or otherwise related to Provider's performance, and/or failures to pay a subcontractor or supplier by Provider or its agents, employees, subcontractors, order fulfillers, consultants under contract to Provider, or any other entity over which Provider exercises control, or suppliers of subcontractors in the execution or performance of the Contract. The defense shall be coordinated by Provider with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit related to this Contract and Provider may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General and/or GLO. Provider and the GLO agree to furnish timely written notice to each other of any such claim.

### **8.05 INTELLECTUAL PROPERTY INFRINGEMENT**

- (a) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and their officers, agents, employees, representatives, contractors, assignees, and designees from liability for damage, including reasonable attorneys' fees, caused by or resulting from the Intellectual Property infringement of Provider or Provider's agent, consultant under contract, or another entity over which Provider

exercises control. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of such Intellectual Property infringement that Provider allegedly carries out in the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

- (b) If Provider becomes aware of an actual or potential claim of Intellectual Property infringement caused by or resulting from Provider's performance of this Contract or the GLO provides Provider with notice of such claim, Provider must, at Provider's sole expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

#### **8.06 ASSIGNMENT AND SUBCONTRACTS**

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

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

Provider must notify the GLO of HUB Subcontractors performing under this Contract through the submission of an HSP to the GLO for approval. During the term of the Contract, Provider must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to [HUB@glo.texas.gov](mailto:HUB@glo.texas.gov) detailing any HUB Subcontractor participation. Provider must submit proposed modifications to its HSP to the GLO for prior approval through an HSP Change Order. Provider may not modify its HSP without the GLO's prior written approval. If Provider modifies its HSP without the GLO's prior written approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

#### **8.08 RELATIONSHIP OF THE PARTIES**

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract. Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in

this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

#### **8.09 COMPLIANCE WITH OTHER LAWS**

In its performance of this Contract, Provider must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

#### **8.10 NOTICES**

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

##### **GLO**

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

##### **Provider**

Cobb, Fendley & Associates, Inc.  
505 E. Huntland Drive, Suite 100  
Austin, TX 78752  
Attention: Dan Warth

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

#### **8.11 GOVERNING LAW AND VENUE**

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

#### **8.12 SEVERABILITY**

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

### **8.13 FORCE MAJEURE**

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

### **8.14 ENTIRE CONTRACT AND MODIFICATION**

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

### **8.15 COUNTERPARTS**

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

### **8.16 SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretive provisions; consideration; General Affirmations, Federal Assurances, and Federal Certifications; state funding, prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture of state funds, and overpayment of state funds; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership, Intellectual Property, and copyright; records retention requirements; inspection and audit; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Provider's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Provider or any Subcontractors to provide the goods or services described in this Contract; indemnification and liability; infringement of Intellectual Property rights; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; Work Orders; and amendment. Terms and conditions that, explicitly or by their nature, evidence the

Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

### **8.17 CONFIDENTIALITY**

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

### **8.18 PUBLIC RECORDS**

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

### **8.19 PREFERENCE AND PROCUREMENT OF MATERIALS**

- (a) To the extent applicable, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
  - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
  - (ii) in a way that meets the Contract's performance requirements; or
  - (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA designated items, is

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

- (b) As appropriate and to the extent consistent with law, Provider should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (c) For purposes of section (b) above:
  - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

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

Provider must comply with all terms specified in the **GLO Information Security Appendix**, attached hereto and incorporated herein for all purposes as **Attachment C**.

## **8.21 COVERED TELECOMMUNICATIONS EQUIPMENT AND SERVICES**

If subject to 2 CFR 200.216, Provider shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.


**SIGNATURE PAGE FOLLOWS**

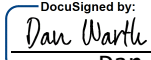


**SIGNATURE PAGE FOR GLO CONTRACT NO. 22-004-007  
PROFESSIONAL SERVICES CONTRACT**

**GENERAL LAND OFFICE &  
VETERANS LAND BOARD**

**COBB, FENDLEY & ASSOCIATES, INC.**

DocuSigned by:  
  
\_\_\_\_\_  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner;  
Executive Secretary, VLB

DocuSigned by:  
  
\_\_\_\_\_  
Name: Dan Warth  
Title: Executive Vice President

Date of execution: 11/19/2021

Date of execution: 11/18/2021

OGC 

PM 

PM 

SDD 

SDD 

DGC 

GC 

**ATTACHED TO THIS CONTRACT:**

- ATTACHMENT A** – Approved Services
- ATTACHMENT B** – General Affirmations
- ATTACHMENT C** – GLO Information Security Appendix
- ATTACHMENT D** – Federal Assurances and Federal Certifications

**INCORPORATED BY REFERENCE:**

- SOLICITATION**
- SOLICITATION RESPONSE**

**ATTACHMENTS FOLLOW**

## **APPROVED SERVICES**

### **Real Estate Development Services**

Provider shall perform comprehensive Architectural and Engineering services for all phases of a project related to real estate development. Tasks may include, but are not limited to:

- a) Property site analysis/property condition assessment;
- b) Land planning;
- c) Researching, addressing, and advising on zoning and platting issues;
- d) Researching, addressing, and advising on annexation issues;
- e) Reviewing, verifying, researching, and processing applications and permits related to waters of the U.S. and U.S. Army Corps of Engineers;
- f) Wastewater, utilities, detention and water study analysis;
- g) Preparation of structural reports;
- h) Encumbrances, title work, legal, regulatory and governmental;
- i) Entitlements – MUD, PUD – analysis and creation;
- j) Environmental Site Assessments (ESAs) – bird studies, endangered species, wetlands, archeological, and asbestos; and
- k) TIA – traffic impact studies and curb cuts, including as required by TxDOT or other federal, State, or local entities.

### **General Affirmations**

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

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.
2. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319..
3. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Provider owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, regardless of when the debt or delinquency arises.
8. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
- a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.
  - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

- f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
  13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
  14. Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
  15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
  16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
  17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.
  18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
  19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.
  20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is

otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
22. PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.
23. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

24. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
25. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
26. The person executing this Contract on behalf of Provider certifies that he/she is duly authorized to do so and is legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
27. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
28. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
29. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
30. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive

communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

31. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
32. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
33. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO’s Fraud Reporting hotline at (877) 888-0002.
34. Provider represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the Contract and the Provider agrees that the Contract can be terminated if the Provider knowingly or intentionally fails to comply with a requirement of that subchapter.
35. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
36. Under Section 2155.0061, Texas Government Code, Provider certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
37. Provider certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Provider’s business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
38. Pursuant to Government Code Section 2274.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.



39. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.
40. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a “firearm entity” or “firearm trade association” as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.
41. If Provider is a “professional sports team” as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at the Provider’s home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.

## **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 Provider (or any entity with which Provider 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 Provider 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 Provider obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Provider 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 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code 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. Provider shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Provider will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Provider shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Provider’s subcontractor(s).
- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Provider will not share GLO Data with any third parties, except as necessary for

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

#### 4. Data Mining

- 4.1. Provider 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. Provider 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. Provider shall provide the GLO with the name and contact information for an employee of Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon Provider's discovery of a Breach of Security or suspected Breach of Security, Provider 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, Provider 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. Provider shall submit the initial notification and preliminary report to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Provider shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider 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. Provider 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, Provider 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 Provider's compliance with this Attachment, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Provider's, or Provider's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Provider 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, Provider may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Provider awards.

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

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

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

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

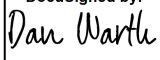
As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  DocuSigned by: 	TITLE  Executive Vice President
APPLICANT ORGANIZATION Cobb, Fendley & Associates, Inc.	DATE SUBMITTED  11/18/2021

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

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

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

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

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

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

*Statement for Loan Guarantees and Loan Insurance:*

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

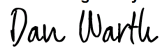
Cobb, Fendley &amp; Associates, Inc.

22-004-007

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Dan Warth

Executive Vice President

SIGNATURE  
DocuSigned by:

DATE

11/18/2021

507D4FCB9178406...

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



**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)OMB Number: 4040-0013  
Expiration Date: 02/28/2022

<b>1. *Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. *Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. *Report Type:</b> _____ a. initial filing _____ b. material change
<b>4. Name and Address of Reporting Entity:</b> _____ Prime    _____ Subawardee Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:    <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

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

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

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

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.