



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

September 16, 2022

Commissioners Court  
Harris County, Texas

**RE: Job No. 210414**

Members of Commissioners Court:

Please approve the following award on the basis of successful negotiations with the only submitting vendor and the attached Order(s) authorizing the County Judge to execute the attached Agreement(s):

**Description:** Professional Architectural and/or Engineering Services for Design and Build-Out of a Health Hub for Sheldon Independent School District by the Harris County Office of the County Engineer

**Vendor(s):** Huitt-Zollars, Inc.

**Term:** September 27, 2022 - September 26, 2023

**Amount:** \$144,806

**Evaluated By:** • Evaluation Committee • Harris County Purchasing

On February 22, 2022, Commissioners Court authorized negotiations with the only responding vendor . A purchase order will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

JOA  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 27, 2022**



**HARRIS COUNTY**  
**PROFESSIONAL SERVICES AGREEMENT**

This **Professional Services Agreement** ("Agreement") is entered into this by and between **Harris County**, a public agency ("County") and **Huitt-Zollars, Inc.** ("Contractor"). County and Contractor may be collectively referred to as the "Parties" and individually as a "Party."

**RECITALS**

A. County is a political subdivision of the State of Texas and is in need of Professional Architectural and/or Engineering services to provide a Design and Build-Out of a Health Hub for Sheldon Independent School District.

B. A source of funding for payment of professional services provided under this Agreement is grant and federal funds and therefore this Agreement is subject to federal funding requirements.

C. Contractor is duly licensed in the State of Texas and has the necessary qualifications to provide such services.

D. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Contractor shall render certain services to County.

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

**ARTICLE 1**

**Agreement Documents; Scope of Services to be Performed and Term**

1.1 **Agreement Documents.** The Agreement Documents include this Agreement, the attached exhibits, and the terms and conditions contained in Request for Qualification No. 21/0414 which are incorporated herein by reference. In the case of a conflict between the foregoing, except as otherwise required under federal law or regulation, the more stringent terms and requirements shall control.

1.2 **Scope of Services to be Performed.** The scope of services to be provided by Contractor is set forth in RFQ No. 21/0414 attached hereto as Exhibit "A" ("Services"). Contractor warrants that it will perform the Services as set forth herein in a competent, professional and satisfactory manner.

1.3 **Term of Agreement.** The term of this Agreement shall be from execution by all Parties and end at the later of twelve (12) months or Project Completion, unless earlier terminated as provided herein.

(a) Contractor shall complete the Services within the term of this Agreement, and in accordance with Exhibit "A."

(b) Contractor shall commence work immediately upon receipt of a notice to proceed from County. County will have no obligation to pay for any Services rendered by Contractor in advance of receipt of the notice to proceed, and Contractor acknowledges that any

such Services are at Contractor's own risk. Contractor shall confer as requested with County representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

1.4 Additional Work. Any work or activities that are in addition to, or otherwise change, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate written agreement between the Parties ("Change Order"). Change Orders shall be in substantially the form attached hereto as Exhibit "C" and incorporated herein by reference, and shall include the mutually agreed upon cost for the Change Order work. Change order costs shall be in conformance with federal funding requirements. Contractor shall not perform and County shall not be liable for any additional work performed by Contractor prior to execution of a Change Order by both Parties for such work.

1.5 Permits, Licenses, Fees and Other Charges. Contractor shall, in accordance with applicable laws and ordinances, obtain at his/her/its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required license or permit may result in immediate termination of this Agreement. Prior to the performance of any Services under this Agreement, Contractor shall provide proof of valid licensure to County, including but not limited to, a listing of all licenses and expiration dates.

1.6 Qualifications. Contractor represents and warrants to County that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Scope of Services in a competent and professional manner.

1.7 Standard of Care. Contractor shall perform the Services in accordance with the professional skill and care ordinarily provided by competent engineers, architects, or Contractors, as applicable, practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinarily professional skill and care of a competent engineer, architect, or Contractor, as applicable.

## **ARTICLE 2**

### **Payment for Services Rendered/Reimbursement**

2.1 Payment for Services Rendered. County shall compensate Contractor for Services performed pursuant to this Agreement in accordance with the Cost Analysis attached hereto as Exhibit "B" and by this reference incorporated herein. In no event shall the total amount paid for Services rendered by Contractor under this Agreement exceed the sum of One Hundred Forty-Four Thousand Eight Hundred Five and 50/100 Dollars (\$144,805.50) without a written amendment, or a Change Order, as defined above.

#### **2.2 Limitation of Appropriation.**

(a) Contractor understands and agrees that this Agreement may be contingent upon the availability of third-party funds, including but not limited to federal funds awarded to the State or County ("Grant Funds") for the term of the Agreement. It is expressly understood and agreed that the County may not have any County funds available with which to pay its obligations hereunder except funds allocated and received by the County under the Grant awarded to the County. The County shall not be liable under any circumstances or any interpretations hereof for

any costs under this Agreement until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Agreement by the County Auditor as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent. It shall be the obligation of Contractor to assure itself that sufficient funds have been allocated to pay for the Services to be provided. Should Contractor receive any Grant Funds from the County that are determined not subject to payment with Grant Funds, Contractor shall refund to the County any and all such amounts that have been paid by the County.

(b) Contractor understands and agrees that the payment obligations created by this Agreement may be conditioned upon the availability of third-party funds and appropriated for the payment of such obligations under the Grant. In the event these Grant Funds are discontinued or reduced during the Agreement term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. It is expressly understood and agreed that the County has available the total maximum sum of funds certified available by the County Auditor through the issuance of the purchase order for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. In the event the Grant Funds are discontinued or reduced and the Parties are unable to renegotiate the Agreement upon mutually acceptable terms, the Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County's obligation to make any payments under the Agreement using Grant Funds is limited to the amount of Grant Funds received. Contractor agrees that it will not be entitled to any damages or remedies of any kind including, but not limited to, liquidated or incidental damages, late fees, penalties, and finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement. Contractor shall provide the products, services and deliverables during the applicable grant period only.

(c) Contractor understands and agrees that the Grant Funds awarded to the County may be the exclusive funding of the Agreement. In order to be eligible for payments under the Grant, Contractor agrees to comply with all of the applicable terms and requirements of the Grant as supplied by the County. Contractor further agrees to reimburse the County, within thirty (30) days after written notice, for any Grant Funds received from the County under the Agreement for which the County is denied reimbursement under the Grant or which are otherwise determined to be ineligible for reimbursement under the Grant. Federal Grant Regulations require that Contractor pay all suppliers and subcontractors performing services under this Agreement within thirty (30) days of receipt of payment from the County.

(d) Contractor understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the Agreement, Contractor knows that the funds available will not cover the cost of the Services, Contractor shall notify the County immediately.

(e) Subject at all times to the availability of Grant Funds and the County's right to withhold payment of any questionable charges, the County shall pay each undisputed invoice in accordance with Texas state law.

### 2.3 Billing Procedure.

(a) If applicable to this Agreement, Contractor shall, on a monthly basis, submit to County, accurate, detailed and complete statements for the Services ("Invoices") actually performed during the previous month. The Invoices shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation due Contractor. The Invoices shall be supported by such data substantiating the Contractor's right to payment as County may require.

(b) Payment shall not constitute acceptance of any work completed by Contractor.

(c) The making of final payment shall not constitute a waiver of any claims by County for any reason whatsoever.

2.4 Payment. Pursuant to Texas Government Code section 2251.021, County shall make payment to Contractor within thirty (30) days of receipt of an undisputed invoice or the resolution of any billing dispute. County may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the Contractor. County will release any withheld funds upon Contractor satisfactorily remedying the issue that resulted in the withholding. County will not pay late fees to the Contractor on the compensation due Contractor under the terms of this Agreement. Contractor shall pay its subcontractor(s), if any, the appropriate share of the payment no later than the 10th day after the date Contractor receives the payment.

2.4 Allowable Costs. As further detailed herein, all costs billed to County must be allowable in accordance with federal cost principles. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 2 C.F.R., Part 200 or, to the extent applicable, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Contractor to County.

## ARTICLE 3

### Accounting, Inspection and Audit

3.1 Records. Contractor shall keep and shall preserve for seven (7) years after final completion of the project, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the work, Services and disbursements charged to County under this Agreement (collectively, "Books and Records"). The foregoing period shall be automatically extended if any litigation, claim, or audit is commenced prior to the end of such period. In such case, all Books and Records pertaining to the litigation, claim or audit shall be retained until resolution and final action on the relevant matter. Any and all Books and Records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor under this Agreement.

3.2 Custody. Contractor must notify County in writing if Contractor's business is to be dissolved or terminated. After such notice or where County has reason to believe that any of the

Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Contractor's business, County may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Contractor's expense. Access to the Books and Records shall be granted to County and its Representatives.

3.3 Access to Records. Contractor shall comply with 2 C.F.R. § 200.336 and provide Harris County, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, United States Department of Homeland Security, United States Department of Housing and Urban Development, the FEMA Administrator, the State of Texas, and the Texas General Land Office or any of their authorized representatives access, during normal business hours, to Books and Records which are directly pertinent to this Agreement for the purposes of making and responding to audits, examinations, excerpts, and transcriptions and allow copies to be made of said Books and Records. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to the Books and Records. Contractor must keep Books and Records within Harris County or make them available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by County.

## **ARTICLE 4**

### **Termination**

#### **4.1 Termination for Convenience.**

(a) Notice. County may, by written notice to Contractor, terminate this Agreement for convenience, in whole or in part, at any time by giving written notice to Contractor of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience").

(b) Effect of Termination for Convenience. If the termination for the convenience of County, County shall compensate Contractor for Services fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed Services including anticipated profit. Contractor shall provide documentation deemed adequate by County's Representative to show the Services actually completed by Contractor prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

#### **4.2 Termination for Cause.**

(a) Notice of Default; Opportunity to Cure. If Contractor fails to perform pursuant to the terms of this Agreement, County shall provide written notice to Contractor specifying the default ("Notice of Default"). If Contractor does not cure such default within ten (10) calendar days of receipt of Notice of Default, County may terminate this Agreement for cause.

(b) Notice of Termination for Cause. If Contractor fails to cure a default as set forth above, the County may, by written notice to Contractor, terminate this Agreement for cause, in whole or in part, by giving written notice to Contractor of such termination, and specifying the effective date thereof ("Notice of Termination for Cause").



(c) Effect of Termination for Cause. If the termination is for cause, Contractor shall be compensated for those Services which have been fully and adequately completed and accepted by County as of the date County provides the Notice of Termination. In such case, County may take over the work and prosecute the same to completion by contract or otherwise. Further, Contractor shall be liable to County for any reasonable additional costs incurred by County to revise work for which County has compensated Contractor under this Agreement, but which County has determined in its sole discretion needs to be revised, in part or whole, to complete the project because it did not meet the standard of care established in this Agreement.

(d) Reimbursement: Damages. County shall be entitled to reimbursement for any compensation paid in excess of Services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Contractor's performance of the Services.

#### 4.3 Additional Termination Provisions.

(a) Discontinuance of Services. Upon receipt of a Notice of Termination, either for cause or for convenience, Contractor shall promptly discontinue the Services unless the Notice directs to the contrary. Contractor shall deliver to County and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports.

(b) Cumulative Remedies. The rights and remedies of the Parties provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

(c) Right to Engage Other Contractors. Upon termination of this Agreement with or without cause as provided in this Article, County shall have the right, in its sole discretion, to engage other contractors to complete the Services.

(d) Waivers. Contractor acknowledges County's right to terminate this Agreement with or without cause as provided in this Article, and hereby waives any and all claims for damages that might arise from County's termination of this Agreement. County shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of work.

(e) Change in Termination. If County terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

(f) Termination for Health and Safety Violations. Harris County shall terminate this Agreement immediately without prior notice if Contractor fails to perform any of its obligations in this Agreement if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

## ARTICLE 5

### Texas Prevailing Wage Provisions

5.1 Prevailing Wage Laws. If applicable, Contractor is aware of the provisions of Chapter 2258 of the Texas Government Code, which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works”, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor or any subcontractor shall forfeit, as a penalty to County, sixty dollars (\$60.00) for each calendar day, or portion thereof, in which the worker subject to prevailing wage is paid less than the stipulated prevailing wage rates for any work done under the Agreement by Contractor or any subcontractor. Contractor and any subcontractor shall keep a record showing the names and occupations of all workers and the actual per diem wages paid to each worker. These records must be open at all reasonable hours to inspection by the officers and agents of County. County reserves the right for its agents to visit the project site and to interview Contractor, its subcontractors and employees of each on any day or time, as often as desired during the Agreement period, without prior notification. All initial determinations of the classification of workers or the appropriate prevailing wage shall be made by the Harris County Contract Compliance Officer and his determinations shall be binding. The Prevailing Wage Laws shall not be construed to relieve Contractor from its obligation under federal law. If applicable, a schedule of the general prevailing rate of per diem wages in Harris County is included in the Exhibits attached hereto and by this reference incorporated herein. **CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FREE AND HARMLESS FROM ANY CLAIMS, LIABILITIES, COSTS, PENALTIES OR INTEREST ARISING OUT OF ANY FAILURE OR ALLEGED FAILURE TO COMPLY WITH THE PREVAILING WAGE LAWS.**

## ARTICLE 6

### Project Management

6.1 Representative of Contractor. Joel S. Colwell (“Contractor’s Representative”) is hereby designated as the principal and representative of Contractor authorized to act on its behalf with respect to the work and Services specified herein and to make all decisions in connection herewith. Contractor shall not substitute Contractor’s Representative without first notifying County in writing of Contractor’s intent. County shall have the right to review the qualifications of said substitute. If County determines said substitute for Contractor’s Representative is unacceptable, Contractor shall submit alternate candidates until County determines that a substitute Contractor’s Representative is acceptable.

6.2 Representative of County. Don Kerl (“County’s Representative”) is hereby designated as the representative of County and except as otherwise provided herein authorized to act on its behalf with respect to the work and Services specified herein and make all decisions in connection therewith.



## ARTICLE 7

### Work Product

7.1 Work Product. All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") produced by Contractor pursuant to this Agreement, except documents which are required to be filed with public agencies, shall be deemed solely the property of County. Contractor shall take such steps as are necessary to perfect or protect the ownership interest of County in such Work Product. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to County all such original Work Product in Contractor's possession or control.

## ARTICLE 8

### Insurance

8.1 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "F" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain pursuant to this Article, unless otherwise approved in writing by County, and shall furnish separate certificates and endorsements for each subcontractor.

8.2 Failure to Provide Insurance. If Contractor fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish County with required proof that the insurance has been procured and is in force and paid for, County shall have the right, at County's election and upon ten (10) days' notice to Contractor, to terminate this Agreement or procure and maintain such insurance. The premiums paid by County shall be treated as an amount due from Contractor with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. County shall have the right to offset any amounts County pays hereunder with amounts due Contractor for Services rendered pursuant to this Agreement. County shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

## ARTICLE 9

### INDEMNIFICATION

#### 9.1 CONTRACTOR'S DUTY TO INDEMNIFY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

(a) **TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), INDEMNIFY AND HOLD COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS FREE**

AND HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, EXPENSES, LIABILITY, LOSS, DAMAGE OR INJURY OF ANY KIND, IN LAW OR EQUITY, TO PROPERTY OR PERSONS, INCLUDING WRONGFUL DEATH, IN ANY MANNER ARISING OUT OF, PERTAINING TO, OR INCIDENT TO ANY ACTS, ERRORS OR OMISSIONS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS OFFICIALS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, CONTRACTORS OR AGENTS IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACTOR'S SERVICES, THE PROJECT OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PAYMENT OF ALL EXPERT WITNESS FEES, ATTORNEY'S FEES AND OTHER RELATED COSTS AND EXPENSES.

(b) IF CONTRACTOR'S OBLIGATION TO INDEMNIFY AND/OR HOLD HARMLESS ARISES OUT OF CONTRACTOR PROVIDING ENGINEERING OR ARCHITECTURAL SERVICES, CONTRACTOR SHALL, TO THE EXTENT PERMITTED BY TEXAS LOCAL GOVERNMENT CODE §271.904, INDEMNIFY, AND HOLD THE COUNTY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY ARISING AS A RESULT OF CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', SUBCONTRACTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

(c) CONTRACTOR'S OBLIGATION TO INDEMNIFY SHALL NOT BE RESTRICTED TO INSURANCE PROCEEDS, IF ANY, RECEIVED BY CONTRACTOR, COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, OR VOLUNTEERS. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY HARMLESS DURING THE TERM OF THIS AGREEMENT AND THIS AGREEMENT SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(d) IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

## **ARTICLE 10**

### **Federal Funding and State Requirements**

10.1 Federal Funding Requirements. Contractor shall comply with all federal requirements including, but not limited to, the following:

(a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(b) Federal Regulations attached hereto as Exhibit "E" and incorporated herein by reference.

(c) 24 C.F.R. Part 570 – Community Development Block Grants, which is expressly incorporated herein by reference.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

10.2 State Requirements. Contractor shall comply with all state laws including, but not limited to, the following:

(a) Professional Engineering Services. If the Services to be performed under this Agreement are within the scope of professional engineering, as defined by state law, and will be provided in connection with the professional employment or practice of a person who is licensed or registered as a professional engineer, then the professional engineering services shall be performed in accordance with Tex. Occ. Code Ann. §§ 1001.001, et seq., as amended.

(b) Pursuant to Chapter 2252 of the Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(d) Hazardous Communication Act - Under the “Hazardous Communication Act”, commonly known as the “Texas Right To Know Act”, Contractor must provide to the County with each delivery, if applicable, material safety data sheets which are applicable to hazardous substances defined in the Act.

(e) Pursuant to Texas Local Government Code 262.0276, if, during the performance of this Agreement, Contractor’s taxes become delinquent or Contractor becomes otherwise indebted to County, County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

(f) Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas;

(g) Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments; and

(h) Texas Government Code Section 2254 – Professional and Consulting Services.

## ARTICLE 11

### General Provisions

11.1 Information Security. Contractor shall comply with all information security requirements specified in Exhibit "G" attached hereto and by this reference incorporated herein.

11.2 Notices. All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

**Harris County:**

1111 Fannin Street, 11<sup>th</sup> Floor  
Houston, TX 77002  
Attn: Don Kerl

**Huitt-Zollars, Inc.:**

1001 Fannin, Suite 4040  
Houston, TX 77002  
Attn: Joel S. Colwell

The Parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if by United States Postal Service, certified mail, return receipt requested, five days after deposit in the mail.

11.3 Notification. In the event of a problem or potential problem that could impact the quality or quantity of Services or the level of performance under this Agreement, the Contractor shall, within one (1) business day of actual knowledge of the problem or potential problem, notify County in writing and by telephone.

11.4 Separate Contracts. Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Contractor as County desires.

11.5 Compliance with Applicable Laws. Contractor shall, in the performance of this Agreement, comply with all federal, state and local laws and regulations and orders issued under any applicable law, including policies, procedures, and directives from the Federal awarding agency.

11.6 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Contractor shall nevertheless proceed to perform the work as directed by County pending settlement of the dispute.

11.7 Setoffs and Counterclaims. All claims for moneys due or to become due to Contractor shall be subject to deduction by County for any setoff or counterclaim arising out of this or any other of County's agreements with Contractor.

11.8 No Waiver. The fact that County has made payment under this Agreement shall not be interpreted so as to imply County has inspected, approved or accepted the work which has been performed by Contractor. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver.

A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

11.9 Assignment and Subcontractors. Contractor shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of County, which consent may be withheld in County's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including, but not limited to, 2 C.F.R. Part 200 and the procurement standards of 2 C.F.R §§ 200.317 to 200.326. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of County and Contractor.

11.10 Independent Contractor. Contractor shall act as an independent contractor in the performance of the Services provided for in this Agreement and shall furnish such Services in Contractor's own manner and method and in no respect shall Contractor be considered an agent or employee of County, maintaining complete control over all men and operations. No provisions of this Agreement shall be intended to create a partnership or joint venture between Contractor and County and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

11.11 No Obligations of Federal Government. Contractor acknowledges that the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

11.12 Non-Liability of County Officials and Employees. No official or employee of County shall be personally liable to the Contractor in the event of any default or breach by County or for any amount which may become due to the Contractor or for any breach of the terms of this Agreement.

11.13 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to this Agreement, including the applicable provisions of each of the following:

- (i) The conflict of interest provisions of 2 C.F.R. §§ 200.317 and 200.318.
- (ii) Disclosure requirements pursuant to Texas Local Government Code Chapter 176. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the County not later than the 7th business day after the date Contractor becomes aware of facts that require the statement to be filed.

11.14 Confidential Information. All information gained or Work Product produced by Contractor in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Contractor shall not release or disclose any such information

or Work Product to persons or entities other than County without the prior written consent of the General Manager of County, except as otherwise required by law. Contractor shall promptly notify County should Contractor or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the Services performed under this Agreement.

11.15 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

11.16 Cooperation. Contractor shall cooperate in the performance of work with County and all other agents.

11.17 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

11.18 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Harris County, Texas, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

11.19 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

11.20 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

11.21 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

11.22 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

11.23 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

11.24 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

11.25 Binding on Successors. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.



11.26 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

11.27 Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and the Contractor.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE  
TO  
HARRIS COUNTY  
PROFESSIONAL SERVICES AGREEMENT**

FOR: Professional Architectural and/or Engineering Services to provide a Design and Build-Out  
of a Health Hub for Sheldon Independent School District

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date  
above written.

**HARRIS COUNTY**

**HUITT-ZOLLARS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_



(Authorized Representative of Contractor)

Printed  
Name: \_\_\_\_\_

Printed Name: Joel S. Colwell

Title: \_\_\_\_\_

Title: Vice President, Healthcare Practice

Dated: \_\_\_\_\_

Dated: August 30, 2022

APPROVED AS TO FORM:  
Christian D. Menefee  
County Attorney

By: An Le  
An Le  
Assistant County Attorney  
C.A. File 22GEN2732

## **PROFESSIONAL SERVICES AGREEMENT**

### **EXHIBIT LIST**

EXHIBIT "A" REQUEST FOR QUALIFICATION NO. 21/0414

EXHIBIT "B" COST ANALYSIS

EXHIBIT "C" CHANGE ORDER FORM

EXHIBIT "D" ARCHITECT TEAM ACKNOWLEDGMENTS

EXHIBIT "E" FEDERAL REGULATIONS

EXHIBIT "F" INSURANCE REQUIREMENTS

EXHIBIT "G" INFORMATION SECURITY

EXHIBIT "A"  
TO  
PROFESSIONAL SERVICES AGREEMENT  
**REQUEST FOR QUALIFICATION NO. 21/0414**

**END OF EXHIBIT A – REQUEST FOR QUALIFICATION NO. 21/0414**

# **GENERAL REQUIREMENTS AND SPECIFICATIONS FOR INVITATION FOR REQUEST FOR QUALIFICATIONS**

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## I. INTRODUCTION

Harris County administers Federal grant funds received from various sources, including but not limited to the Texas General Land Office (GLO), the Federal Emergency Management Agency (FEMA), and the U.S. Department of Housing and Urban Development (HUD). All purchases made with grant monies shall comply with the terms and conditions of the grant, as well as the applicable Federal, State, and County procedures regarding these purchases.

All Federal grant awards are subject to the Uniform Administrative Requirements and Cost Principles, codified at 2 CFR 200. This includes the standards for procurements under Federal grants, which applies to contracts for services, goods, construction, or repair. Harris County shall follow applicable local and State requirements except to the extent that these are inconsistent with Federal statutes, regulations, or grant conditions. In other words, Harris County shall follow the rule that allows compliance with all the rules that apply to it: Federal, State, and local. If compliance with all applicable levels is not possible and no rule is more restrictive than another, Harris County shall follow the Federal rule.

**Contracts anticipated to be awarded pursuant to this Request for Qualifications (“RFQ”) shall be funded, in whole or in part, with Federal grant monies. Harris County is authorized to use the competitive proposal procedures for qualifications-based procurement for this contract opportunity in accordance with 2 CFR 200.320(d).** Additionally, Texas Government Code requires that professional services (including architecture, engineering, and/or surveying) are acquired using a qualifications-based procurement and selecting the most highly qualified providers, subject to negotiation for a contract at a fair and reasonable price (TGC Sec. 2254.004).

Harris County is an Affirmative Action/Equal Opportunity Employer. The County reserves the right to negotiate with any and all individuals or firms that submit a Statement of Qualifications (“Qualifications”), as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Historically Underutilized Businesses, Section 3 Business Concerns, and labor surplus area firms are encouraged to submit Qualifications.

### A. PROJECT DESCRIPTION & SERVICES

The following is a project description of the services required by the County and solicited pursuant to this RFQ. As used herein, the term “Contractor” shall mean and refer to the Offeror selected pursuant to this RFQ process that enters into a contract with Harris County.

**Professional Architectural and/or Engineering Services for Design and Build-Out of a Health Hub for Sheldon Independent School District (ISD) by the Harris County Office the County Engineer.**

### B. PROJECT SCHEDULE - NOT APPLICABLE TO THIS SOLICITATION

### C. ANTICIPATED CONTRACT TERM

The anticipated Contract Term under this RFQ is for **one (1)** year.



## II. TIMETABLE

### A. PRE-SUBMISSION CONFERENCE

1. There will be a **PRE-SUBMISSION CONFERENCE** on **December 13, 2021 10:00 a.m. CST**, via Microsoft Teams. Should you wish to attend, you must RSVP to Joycie Adeyemi at [Joycie.Adeyemi@pur.hctx.net](mailto:Joycie.Adeyemi@pur.hctx.net) by December 10, 2021, no later than 12:00 P.M. CST. By RSVP request, you will be provided with the meeting number and access code to attend the meeting. **Attendance is not mandatory but all vendors should attend to discuss the requirements of this bid.**
2. Regardless of whether or not Offerors attend the Pre-Submission Conference, Offerors are responsible for fully acquainting themselves with the instructions, mandatory requirements, specifications, and standard terms and conditions set out in this RFQ, as well as the conditions of the Project site(s), if applicable, and for informing themselves with respect to subcontracting availability, means of transportation, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Services. It is the responsibility of each Offeror to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to provide the Services.

### B. QUESTIONS

It is the responsibility of each Offeror to examine the entire Request for Qualifications package, seek clarification in writing, and review their Statement of Qualifications for accuracy before submitting. It is the responsibility of each Offeror before submitting Qualifications, to:

1. Examine the Request for Qualifications Documents thoroughly; and
2. Take into account Harris County, federal, state, and local laws, regulations, ordinances, and requirements that may affect costs, progress, performance, furnishing of the Work, or award.

During the period between issuance of this IFB and the Bid due date, no oral interpretation of the IFB's requirements will be provided to any prospective Bidder. Requests for interpretation (and other questions) must be made in writing by the questions deadline either via Bonfire at <https://harriscountytexas.bonfirehub.com/portal/> or via email to [joycie.adeyemi@pur.hctx.net](mailto:joycie.adeyemi@pur.hctx.net). The deadline for submission of questions relating to this IFB is **December 17, 2021**, no later than **12:00 PM CST**.

All questions submitted in writing prior to the deadline will be compiled and answered in writing via an Addendum. A copy of all questions and answers via Addendum will be published online and/or forwarded in an email to all firms. The County will not be bound by any information conveyed verbally.

The submission of a Statement of Qualifications shall constitute an incontrovertible representation by Offeror that Offeror has complied with the RFQ requirements and that without exception, the Statement of Qualifications is premised upon Offeror's ability to meet the mandatory requirements detailed in the Request for Qualifications Documents and that the provided documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.

### C. ADDENDA

Prior to the submission deadline, Harris County may wish to amend, add to, or delete from the contents of this Request for Qualifications. Harris County may also issue clarifications resulting from questions submitted. In such situations, Harris County shall issue an Addendum to the RFQ setting forth the nature of the modification. Once an Addendum is issued, it will be uploaded to Bonfire, and all Offerors who have downloaded the RFQ will be notified via email that an Addendum is ready to be downloaded.

### D. EXTENSIONS

The County reserves the right to extend the Statement of Qualifications due date and time prescribed above. However, unless the County issues a written Addendum to this RFQ that extends the Qualifications due date and time for all Offerors, the Qualification due date and time prescribed above shall remain in effect.

### E. SUBMISSION DEADLINE

Statements of Qualifications must be mailed or hand-delivered, on or before **2:00 PM on Monday, December 27, 2021**, to the authorized agency contact person at the location listed below.

Authorized Agency Contact Person: **Joycie Adeyemi**

**(713) 274-4473**

**Office of the Harris County Purchasing Agent**

**1111 Fannin Street, 12<sup>th</sup> Floor**

**Houston, TX 77002**

### F. SCHEDULE SUMMARY

The following is the estimated timetable and is provided to assist responding firms in planning:

RFQ Release Date	<b>December 3, 2021</b>
Pre-Submission Conference	<b>December 13, 2021</b>
Submission of Questions Deadline	December 17, 2021
<b>Qualifications Submission Deadline</b>	<b>December 27, 2021</b>
Interviews and Selection	When directed by Harris County

This timetable may be modified based on number of submissions received and extent of interview and discussion timeframes.

## III. SUBMISSION INSTRUCTIONS

### A. OFFEROR ACKNOWLEDGEMENTS

1. By submitting a Statement of Qualifications in response to this RFQ, Offeror accepts the solicitation process as it has been outlined in this RFQ.
2. Harris County will not be liable and shall not compensate any Offeror for any costs incurred by Offeror in preparing a response to this Request for Proposals (RFQ). Offerors submit Qualifications at their own risk and expense. Harris County makes no guarantee that any products or services will

be purchased as a result of this RFQ and reserves the right to reject any and all Qualifications. All Qualifications and accompanying documentation will become the property of Harris County. By submitting a Statement of Qualifications, Offeror acknowledges and accepts that reference checks and/or background investigation may be conducted as a part of the due-diligence process.

3. Offerors must sign Attachment A, *RFQ & Addenda Acknowledgement*, and include with their Statement of Qualifications submission. Offerors are responsible for consulting the requirements and standards referenced in this RFQ. Failure of Offeror to examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.
4. In cases where Addenda are issued under this solicitation, Offeror must ensure all Addenda are reflected within the *RFQ & Addenda Acknowledgement* document, and Offeror must sign and submit the actual Addenda documents with their proposal. All Addenda shall become a part of the requirements for this RFQ. In signing and submitting the *RFQ & Addenda Acknowledgment* with its Statement of Qualifications, Offeror acknowledges that it has examined all documents, attachments, forms, standards, addenda, and all instructions. The County may deem a Statement of Qualifications non-responsive for failure of Offeror to acknowledge any and all Addenda.
5. Award will be made to the most qualified Offeror, subject to negotiation of fair and reasonable pricing, who submits a response to this RFQ.
6. By submitting a Statement of Qualifications, Offerors accept and acknowledge that determination of the most qualified firm may require subjective judgments by the County.
7. **READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. OFFEROR IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS.**

## **B. STATEMENT OF QUALIFICATIONS SUBMISSION OPTIONS**

RFQs may be submitted in hard copy, or electronically as detailed below.

## **C. HARD COPY RFQ SUBMISSION**

1. Hard copy Qualifications must be hand-delivered or mailed to:

HARRIS COUNTY PURCHASING AGENT

1001 PRESTON, SUITE 670

HOUSTON, TEXAS 77002

Buyer: **Joycie Adeyemi at (713) 274-4473 or e-mail [joycie.adeyemi@pur.hctx.net](mailto:joycie.adeyemi@pur.hctx.net)**

2. Statements of Qualifications must be sealed and must show the RFQ Number, Description and be marked "SEALED STATEMENT OF QUALIFICATIONS".
3. Qualifications packages must include:
  - ONE (1) original Qualifications package, **clearly marked "ORIGINAL"**
  - THREE (3) copies of the Qualifications package, **clearly marked "COPY"**
    - Each copy must be **marked "SEALED STATEMENT OF QUALIFICATIONS"** and submitted in separate three-ring, loose-leaf binders with the following clearly marked on the front binder cover:

- Identification of Offeror;
- The job or solicitation number as located on the RFQ cover sheet; and
- The RFQ title.
- All documents must be labeled with Offeror's name and the RFQ number. Any response received by the Office of the Harris County Purchasing Agent that is not identified on the outside with the RFQ number will be at risk for rejection.
- Qualifications must indicate for which contract opportunities Offeror is submitting.
- All Qualifications must be typed, single spaced, and formatted to print on 8 ½" by 11" paper.
- Each section of Offeror's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- Offerors should prepare and submit a Table of Contents for the Qualifications being submitted. The Table of Contents must list all sections and the contents of each section.

#### **D. ONLINE RFQ SUBMISSION**

1. Offerors choosing to submit Qualifications in digital format may electronically submit offers through Bonfire (<https://harriscountytexas.bonfirehub.com/portal/>), which is a third-party online provider website and facilitates the bid management process. Offers submitted via e-mail will be rejected. Offers must include:
  - ONE (1) complete Offer.
  - Offers must indicate for which contract opportunities the Offeror is submitting.
2. If Offeror elects to submit its offer electronically, it is the responsibility solely of Offeror to see that its offer is properly submitted in proper form and prior to the stated closing time. THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE SUBMISSIONS. The County will only consider offers that have transmitted successfully and have been issued a confirmation number with a time stamp from Bonfire indicating that the offer was submitted successfully. Offerors shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Offeror to successfully submit an electronic offer shall be at the Offeror's sole risk, and no relief will be given for late and/or improperly submitted offers.
3. Offerors experiencing any technical difficulties with the offer submission process may contact Bonfire Support at <https://support.gobonfire.com/hc/en-us/categories/360000773733-Vendors>. Neither the County nor Bonfire make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the offer submission date and/or time.

#### **E. LATE SUBMISSIONS; SUBMISSION RETURNS**

Submissions are due to the Harris County Purchasing Department by the date and time specified on the cover sheet and as listed under Section II - Timetable. Harris County will not accept late Qualifications. Late submissions will be rejected. If a solicitation is cancelled, submitted Statements of Qualifications will not be returned.

#### **F. SCANNED OR RE-TYPED RESPONSE**

If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published RFQ package, then in the event of any conflict between the terms and provisions of the County's published RFQ package, or any portion thereof, and the terms and provisions of the response made by

Offeror, the County's RFQ package as published shall control. Furthermore, if an alteration of any kind to the County's published RFQ package is only discovered after the Contract is executed and is or is not being performed, the Contract is subject to immediate cancellation.

#### **G. REQUIRED STATEMENT OF QUALIFICATIONS DOCUMENTS & INFORMATION**

Offeror's Request for Qualifications submission package must include the components checked below. If the item is "X" checked, the item **must** be included in Offeror's Statement of Qualifications in order for the submission to be considered complete. Offerors are asked to review the documentation to ensure all applicable parts are included. If any portion of this RFQ or its attachments are missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the Request for Qualifications before submitting an offer.

<input checked="" type="checkbox"/>	1.	<b>RFQ &amp; Addenda Acknowledgement</b> – Offeror must sign and submit the <i>RFQ &amp; Addenda Acknowledgement</i> form, included as Attachment A.
<input checked="" type="checkbox"/>	2.	<b>Experience &amp; Qualifications</b> – Offeror must provide their qualifications and experience as requested by the RFQ.
<input checked="" type="checkbox"/>	3.	<b>Capacity &amp; Resources</b> – Offeror must demonstrate sufficient capacity and financial resources as requested by the RFQ.
<input checked="" type="checkbox"/>	4.	<b>Organization &amp; Project Methodology</b> – Offeror must provide information about their organization and project methodology as requested by the RFQ.
<input checked="" type="checkbox"/>	5.	<b>Certification Regarding Lobbying</b> – Offeror must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment B.
<input checked="" type="checkbox"/>	6.	<b>Certificate of Interested Parties (Form 1295)</b> – Pursuant to Texas Government Code § 2252.908, Offerors must complete and submit Form 1295, <i>Certificate of Interested Parties</i> , prior to the proposal deadline using the following website: <a href="https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a> . <b>Offerors must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, and then print a copy of the form filed with the Commission and submit the signed copy with their Proposal.</b>
<input checked="" type="checkbox"/>	7.	<b>Statement of Offeror Qualifications</b> – Offeror must complete and submit the <i>Statement of Offeror Qualifications</i> form, included as Attachment C.
<input checked="" type="checkbox"/>	8.	<b>Offeror and Subcontractor Licensing / Certifications</b> – Offeror must submit any applicable licensing and/or certifications required for the completion of the scope of services under this RFQ.
<input checked="" type="checkbox"/>	9.	<b>Form SF-330 – Architect-Engineer Qualifications</b> – Offeror must complete and submit <i>Form SF-330 – Architect-Engineer Qualifications</i> for any work requiring Architects or Engineers, which can be downloaded at <a href="https://www.gsa.gov/forms-library/architect-engineer-qualifications">https://www.gsa.gov/forms-library/architect-engineer-qualifications</a>

		If applicable, Offerors must submit a completed <i>Form SF-330 – Architect-Engineer Qualifications</i> for each of the subcontractors proposed to be used in the completion of the Contract.
<input checked="" type="checkbox"/>	10.	<b>Subcontractor Listing Form</b> – Offeror must complete and submit the <i>Subcontractor Listing Form</i> , included as Attachment D.
<input checked="" type="checkbox"/>	11.	<b>References</b> – Offeror must complete and submit the <i>References</i> form, included as Attachment E.
<input checked="" type="checkbox"/>	12.	<b>Certification of Compliance with Federal Standards &amp; Requirements</b> – Offeror must sign and submit the <i>Certification of Compliance with Federal Standards &amp; Requirements</i> form, included as Attachment J.
<input checked="" type="checkbox"/>	13.	<b>Section 3 Utilization Plan &amp; Statement of Compliance</b> – Offeror must complete and submit the <i>Section 3 Utilization Plan &amp; Statement of Compliance</i> , for any for any HUD-funded projects expected to exceed \$100,000.
<input checked="" type="checkbox"/>	14.	<b>Section 3 Business Concern Self-Certification Form</b> – Offerors intending to self-perform as Section 3 Businesses, or for any subcontractors of Offerors who qualify as Section 3 Businesses and wish to self-certify as Section 3, the Harris County Section 3 Business Concern Self-Certification Form must be included and submitted with the Proposal.
<input checked="" type="checkbox"/>	15.	Certification or documentation that Offeror, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction
<input checked="" type="checkbox"/>	16.	<b>Conflict of Interest Questionnaire</b> – Offerors who enter or seek to enter into a contract with Harris County must disclose Offeror’s or its employees’ affiliation, business relationship, employment, family relationship, or provision of gifts that might cause a conflict of interest with Harris County. By law, <i>the Conflict of Interest Questionnaire</i> (provided by the Texas Ethics Commission at <a href="http://www.ethics.state.tx.us">www.ethics.state.tx.us</a> ) must be filed with the records administrator of Harris County not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.
<input checked="" type="checkbox"/>	17.	<b>Statement of Conflicts</b> – A statement of conflicts (if any) the Offeror or key employees may have regarding these services.
<input checked="" type="checkbox"/>	18.	<b>System for Award Management results</b> – Offeror must include verification that your company as well as the company’s principal is not debarred through the System for Award Management ( <a href="http://www.SAM.gov">www.SAM.gov</a> ). Offeror must enclose a print out of the search results that includes the record date.
<input checked="" type="checkbox"/>	19.	<b>Sample Insurance Certificate</b> – Offeror must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment K (does not supersede the “Hold Harmless” provision).



<input checked="" type="checkbox"/>	20.	<p><b>GLO Compliance Package</b> – This project is funded in whole or in part by the Texas General Land Office (GLO). As such, Offeror must also complete and submit the following documents with their Statement of Qualifications:</p> <ul style="list-style-type: none"> <li>• <i>GLO Compliance Package</i> (Attachment U) <ul style="list-style-type: none"> <li>○ GLO Contractor Proposal Certification</li> <li>○ GLO Certification of Offeror Regarding Civil Rights Laws and Regulations</li> <li>○ GLO Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3</li> </ul> </li> </ul>
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## IV. FORMAT AND CONTENT OF THE STATEMENT OF QUALIFICATIONS

### A. STATEMENT OF QUALIFICATION REQUIREMENTS

Harris County shall evaluate each Offeror in terms of its:

1. Professional qualifications necessary for satisfactory performance of required services;
2. Specialized experience and technical competence in the type of work required, including, where appropriate, experience in energy conservation, pollution prevention, waste reduction, and the use of recovered materials;
3. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.

Offeror providing the professional services must:

1. Be led by a principal or partner of an established professional firm or organization;
2. Have a minimum of five (5) years' experience providing similar types of service;
3. Have demonstrated ability to work successfully with government including:
  - a. No previous record of default on a government contract;
  - b. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
  - c. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
  - d. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFQ.
4. Prior experience with projects for Healthcare and/or Social Services Centers Recreational Buildings.
5. A portfolio of work demonstrating completed projects of at least three (3) buildings of similar sizes and types. Portfolio is required in submittal; please refer to attachment J-Questionnaire.

6. Recent or current work with local government agencies for projects of similar scale and complexity.
7. Ready availability to perform the work and meet the County's projects deadline.
8. Provide consistent, highly experienced and quality staff who have experience with design projects for local government agencies. The professional qualifications of all staff assigned to the project are required with submittal.
9. History of effective schedule and budget management for projects of similar scale and complexity.

## **B. CONTENT OF THE STATEMENT OF QUALIFICATIONS**

The Statement of Qualifications shall address the areas listed below in the order given. The responses provided will be the basis for evaluation of the Offeror. The Statement of Qualifications must include firm experience and qualifications, capacity and resources, organization and project methodology, and ability to integrate Section 3 and HUB / MWBE participation into the plan for accomplishing the work described in this RFQ, as well as any other information that the Offeror feels appropriate to support its Qualifications.

Mere reiterations or paraphrasing of provisions/requirements as detailed in the RFQ are strongly discouraged, as they do not provide insight into Offeror's ability to meet the specifications and qualifications as detailed in this RFQ.

### **1. FIRM EXPERIENCE & QUALIFICATIONS**

Offeror must describe the overall qualifications of its firm to complete the Scope of Services as described. Offeror must describe the specific relevant successful experience of the firm and, if applicable, that of each subcontractor. Include a thorough description of other relevant projects, which demonstrate the firm's past performance and ability to carry out the Scope of Services similar to the one described in this RFQ. Offerors should provide a minimum of three (3) recent examples of similar projects completed on time and on budget. Offerors should demonstrate specialized experience or technical expertise in connection with the Scope of Services to be provided and in consideration of the complexity of the project.

Offeror must complete the *References* form, included as Attachment E, and provide the organization's name, contact information, and the services provided to that organization. Offeror must also complete the *Statement of Offeror Qualifications* form, included as Attachment C. Responses should be as thorough and definitive as possible. Indicate if there are certain conditions or circumstances that may change Offeror's response. If design work is involved, Offeror must provide evidence that the Architecture/Engineering firm is currently registered in the State of the project's location and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored).

Offeror must provide its demonstrated experience completing projects of similar size and scope. Offeror should demonstrate its knowledge, experience, and ability to comply with local building codes, Texas and Harris County requirements, and all federal codes, policies and regulations applicable to this

project. Offeror must demonstrate past performance in terms of cost control, quality of work, and compliance with performance schedules.

Project Team: Identify Offeror's proposed project team (including subcontractors), throughout the term of the contract, to perform the required services. Resumes of the proposed key personnel, detailing managerial and technical qualifications, shall be included. Resumes shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Project team and subcontractor information should include years of experience relevant to the Scope of Services, anticipated role on the project, and their credentials, licenses and accreditations. Particular attention and appropriate evaluation credit will be given to the track record of the proposed key personnel in successfully completing projects of comparable scope and complexity to that described in this RFQ.

For any work which may involve or require Architects or Engineers, Offerors must submit *Form SF-330 – Architect-Engineer Qualifications* (found at <https://www.gsa.gov/forms-library/architect-engineer-qualifications>). If applicable, Offerors must submit a completed *Form SF-330 – Architect-Engineer Qualifications* for each of the subcontractors and key personnel proposed to be used in the completion of the Contract (Harris County must approve the actual subcontractors prior to their use).

## **2. FIRM CAPACITY & RESOURCES**

Offeror must demonstrate its firm's capability in terms of quality of requested skills and projects, capabilities and current workload including other disaster-related projects and administration of public and federally compliant contracts. Indicate if Offeror can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If Offeror is not able to meet the specification, briefly explain why, noting any concerns or issues Harris County should be aware of.

Offeror must demonstrate ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives. Offeror must demonstrate its overall staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workloads of the firm. Offeror must provide a summary/matrix of the staff identified/designated to support Harris County, and must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Services.

Offeror must establish that it has sufficient financial strength, resources, and capability to accomplish and finance the work in a satisfactory manner. To demonstrate sufficient fiscal capacity, after Qualifications are opened but prior to award, Offeror may be required to submit, upon request, the following:

- List Offeror's total annual billings for each of the past five (5) calendar years.
- Financial references.
- Financial statements that include a balance sheet, audited annual statement, and income statement.

Failure to submit additional requested documentation, within the requested time period, may deem your firm non-responsive.

### **3. FIRM ORGANIZATION & PROJECT METHODOLOGY**

Offeror should provide a detailed project execution plan, or methodology, that discusses principles, practices, and procedures to be used by Offeror in implementing associated work for this project. The information should include, but not be limited to, a discussion of services, project mobilization, use of subcontractors (if applicable), a project organization chart, project manager identification, quality assurance program, safety record, and reporting capabilities.

- Project mobilization means the time required to have a team in place once the Purchase Order has been issued, and identification of which skills would be performed by Offeror and by any required subcontractors;
- Information regarding the method that is used to qualify a subcontractor as satisfactory.
- A project organization chart detailing the team to be assigned to Harris County. The organizational chart shall show the chain of command, and the role and responsibility of each member. (The successful Offeror shall keep Harris County up to date with a revised organization chart each time there is a significant change).
- Description of the firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Qualifications (RFQ).
- Reporting capabilities of the firm, including monthly management reports, comprehensive invoicing, notification, and electronic capabilities. Include any standard reporting forms provided to the customer, and additional programs or services available to customers.

## **V. EVALUATION & AWARD PROCEDURES**

### **A. NONCONFORMING STATEMENTS OF QUALIFICATIONS**

Statements of Qualifications that are incomplete, contain material irregularities or include alterations to terms and conditions that do not conform to the terms and conditions of the RFQ, or otherwise do not comply with the requirements of the RFQ may be deemed as non-responsive. In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, Harris County reserves the right to waive any informality or irregularity, to make awards to more than one Offeror, and/or to reject any or all Qualifications if there is a sound documented reason.

### **B. EVALUATION PROCESS**

2. All Statements of Qualifications will be examined by an evaluation committee consisting of various Harris County personnel and Harris County Purchasing staff (hereafter "Evaluation Committee") and ranked according to the selection criteria set out below. Harris County may establish a "shortlist" of up to **five (5)** of the highest ranked firms and may conduct interviews with the firms on the "shortlist". If interviews are scheduled they shall be scored based on the same evaluation criteria, and total scores calculated to determine the highest ranked Offeror.

In conducting evaluations, Harris County shall consider the weighted value for each selection criteria (see "Evaluation Criteria" below for details regarding weighting of each aspect of the criteria), and the Evaluation Committee's rankings.

Qualifications that do not conform to the instructions or which do not address all the requested services as specified may be eliminated from consideration. However, Harris County reserves the right to accept such a submission if it is determined to be in the best interest of Harris County.

While Harris County appreciates a brief, straightforward and concise reply, Offeror must fully understand the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the Offeror. The Qualifications submission may be incorporated into any contract which results from this RFQ, and Offerors are cautioned not to make claims or statements they are not prepared to commit to contractually. Failure of Offeror to meet such claims will result in a requirement that the Offeror provide resources necessary to meet submitted claims.

The highest ranked firms will be selected for award, subject to negotiation of fair and reasonable rates, as further detailed below.

#### **A. BASIS OF AWARD**

Pursuant to 2 CFR 200.320(d)(5), Harris County shall evaluate Statements of Qualifications in response to this solicitation and intends to award contracts to the most qualified Offeror(s) as determined pursuant to this RFQ process. Qualifications shall be evaluated, and the most qualified Offeror selected, subject to negotiation of fair and reasonable rates.

Price will **not** be considered as an evaluation factor; however, awards are subject to negotiation of fair and reasonable compensation. After Qualifications are opened but prior to award, Offeror may be required to submit its pricing, which shall be subject to negotiation. Contract award shall be subject to the timely completion of contract negotiations between the County and the selected Offeror.

In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, Harris County reserves the right to waive any formality or irregularity, to make awards to more than one Offeror, and/or to reject any or all submissions.

No award can be made until approved by the Harris County Commissioners Court. This RFQ does not obligate Harris County to the eventual purchase of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of a contract.

#### **B. EVALUATION CRITERIA**

Award shall be made to the responsible Offeror who is determined to be the most qualified, subject to negotiation of fair and reasonable rates. Submission of a Statement of Qualifications serves as Offeror's acceptance of the evaluation criteria and Offeror's recognition that subjective judgments must be made by the Evaluation Committee:

##### **1. Firm Experience & Qualifications .....[40]%**

If design work is involved, firm has provided evidence that it is currently registered in the State of the Texas and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored). Firm provides qualifications, competence, and experience of staff to be assigned to project. Firm demonstrates:

- a. Understanding of scope of the Project.

- b. Ability to meet the qualifications and compliance requirements listed herein, including that firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas.
- c. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the Scope of Services similar to the one described in this RFQ.
- d. Knowledge of local building codes and Federal building alterations requirements (if applicable).
- e. Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.
- f. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFQ.

**2. Firm Capacity & Resources .....[30]%**

Firm demonstrates:

- a. Capability to provide professional services in a timely manner.
- b. Sufficient staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the firm.
- c. Ability to perform requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.
- d. Sufficient financial capacity and acceptable business practices.

**3. Organization & Project Methodology .....[30]%**

Firm sufficiently describes:

- a. How the services will be provided and how they will be supported.
- b. Firm's organization, project manager identification, quality assurance program, safety record, and reporting capabilities as applicable.
- c. The approach that the firm will take to achieve the required collaboration, scheduling, and coordination required for this project.
- d. Firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Qualifications (RFQ).

**E. DISCUSSIONS & NEGOTIATIONS**

Following ranking of Offerors as described above, Harris County shall commence negotiations of contracts with the highest ranked Offeror. Harris County shall request the highest ranked Offeror to submit proposed prices. The professional fees under the contract may not exceed any maximum provided by law (TGC 2254.003(b)).

Because selection of firm is based upon qualifications, Offeror must limit subcontracting to firms agreed upon during negotiations.

If a mutually satisfactory contract cannot be negotiated with the highest ranked Offeror at fair and reasonable rates, Harris County shall formally terminate negotiations. Harris County may then initiate negotiations with and obtain prices from the next firm on the final selection list. This procedure shall be continued until mutually satisfactory contracts have been negotiated at fair and reasonable rates.

#### **F. CONTRACT OBLIGATION**

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or Offeror. Department heads are NOT authorized to sign agreements for Harris County. Progress toward this end is solely at the discretion of Harris County and may be terminated at any time prior to execution of a contract. Binding agreements shall remain in effect until all products and/or services covered by this procurement have been satisfactorily delivered and accepted.

### **VI. GENERAL PROVISIONS**

#### **A. AUTHORIZATION TO DO BUSINESS IN TEXAS**

Offeror must obtain Texas Sales & Use Tax permit from the Texas State Comptroller Office if they are engaged in business in Texas and they are selling tangible personal property, leasing personal property, or selling a taxable service in Texas.

Offeror is required to have and maintain any licenses, certifications, and registrations required by the State of Texas, Harris County, or recognized professional organization governing the services performed under this contract (such as professional licensing requirements i.e. Licensed Professional Engineers). The Texas Department of Licensing and Regulation is the primary state agency responsible for the oversight of businesses, industries, general trades, and occupations that are regulated by the state.

For businesses to legally operate in Harris County, Offeror must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts in good standing, delinquent taxes, court judgments, tickets, tolls, fees, or fines.

A Sole Proprietorship, General Partnership, and all business entities (SP, LLC, INC, etc.) doing business under a name other than the name of the owner requires a DBA (Doing Business As) Certificate, which must be filed within the county of which they are doing business. If an Offeror's business isn't located in Harris County, Offeror must submit the licenses, certifications, and other documentation required by the locality in which its, or its subcontractors', business is based.

#### **B. PERFORMANCE & PAYMENT BONDS (NOT APPLICABLE)**

2 CFR 200.325 mandates the minimum federal bonding requirements. However, Texas Government Code is more stringent, and provides for the requirements set forth below. Since the Texas Government Code requirements are more stringent than 2 CFR 200.325, compliance with the following requirements shall satisfy the federal bonding requirements.

1. **Performance Bonds:** Successful Offeror may be required to furnish a performance bond within ten (10) days after award of the Contract and receipt of performance and/or payment bond application form.
  - a. If a contract is for a public works project and is expected to exceed \$100,000, Offeror must furnish a performance bond to Harris County for the full amount of the contract (TGC

2253.021(1)) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for public works contracts over \$100,000 is found under Attachment G, and is the only form Harris County will accept.

- b. If a contract is not a public works project and is expected to exceed \$50,000, Offeror must furnish a performance bond to Harris County for the full amount of the contract (LGC 262.032) within ten (10) days after award of the contract and receipt of performance bond application form. The prescribed *Performance Bond* Form for non-public works contracts over \$50,000 is found under Attachment H, and is the only form Harris County will accept.
  - c. The Performance Bond, if required, must be submitted within ten (10) days after award and prior to commencement of the actual work. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The performance bond is:
    - i. Solely for the protection of Harris County;
    - ii. In the full amount of the contract; and
    - iii. Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
2. **Payment Bonds:** A payment bond is required on all public works jobs that exceed \$25,000 (TGC 2253.021), or as required by Harris County. Harris County may require Payment Bonds for other contracts depending on the scope and use of subcontractors. Harris County may require Offeror to furnish a payment bond within ten (10) days after award of the contract and receipt of payment bond application form. The prescribed *Payment Bond* form for public works contracts over \$25,000 is found under Attachment I and is the only form Harris County will accept.

If the successful Offeror submits a bank cashier's check as guaranty, Harris County may elect to hold the check until all provisions of the Contract have been completed, and/or require Offeror to submit a performance and/or payment bond. The performance and/or payment bond shall be in the amount equal to the amount of money to be paid by the County under the Contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

If any required performance and/or payment bond forms and related documents are not returned to the Harris County Office of the Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, within ten (10) days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Office of the Purchasing Agent from the contractor's surety before any payments will be made.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with Harris County must be payable to and its form must be approved by Harris County.

A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

- 1. The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or



2. The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

### **C. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

The following regulations shall apply to this contract opportunity. Offerors should refer to Attachment M, *Required Contract Provisions*, for more detailed information on the requirements and regulations applicable to this contract opportunity:

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments
5. Texas Government Code Section 2254 – Professional and Consulting Services
6. Harris County Purchasing Rules and Procedures Manual (2013)
7. 24 CFR Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.
8. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products

Offeror shall follow all Federal, State, and local laws, rules, codes, ordinances, and regulations applicable to Offeror's services.

Harris County operates its business ethically and in compliance with the law. We ask that any Offeror or Offeror's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Chief Assistant County Auditor – Audit Division

713-274-5673

All suspected criminal conduct will be investigated and reported to the District Attorney's Office or an appropriate law enforcement agency. Offerors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any Offerors or Contractor for reporting suspected ethical violations or fraud is strictly prohibited.

In accordance with Texas Government Code 2270.002, Offeror must warrant that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

### **D. CONTRACTOR PROFILE**

The *Contractor Profile* form (Attachment F) must be completed and submitted by the Successful Offeror, and any of its subcontractors, within fifteen (15) working days of Notice of Award.

## **E. DISQUALIFICATION OF OFFEROR**

By submission of Qualifications, Offeror certifies that it has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the submission made to any competitor or any other person engaged in such line of business. Any or all Qualifications may be rejected if the County believes that collusion exists among Offerors.

## **F. E-MAIL ADDRESSES CONSENT**

By submission of Qualifications, Offeror affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Appraisal District, or any department or agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code Section 552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Offeror, its employees, officers, and agents acting on Offeror's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Request for Qualifications or otherwise.

## **G. GOVERNING LAW**

This RFQ is governed by the competitive proposal requirements of 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the County Purchasing Act, and Texas Government Code Section 2254, as amended. Where there is a difference in regulation, Harris County shall follow the more stringent regulation and shall require that Offeror comply with all applicable federal, state and local laws and regulations. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

## **H. FUNDING**

Harris County anticipates that all or partial funding for the project subject to this RFQ will consist of federal grant funding. The federal agencies providing this funding may include, but shall not be limited to, the U.S. Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency's (FEMA) Public Assistance program, or H.O.M.E. As such, in submitting its Qualifications, Offeror acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200. Any Contract awarded pursuant to this RFQ shall include all required contract clauses for services and work associated with this project, and the selected Offeror shall include the applicable clauses in its subcontracts (see 2 CFR 200, Appendix II, and Attachment M, *Required Contract Provisions*).

Offeror must also complete and return Attachment J, *Certification of Compliance with Federal Standards & Requirements*, certifying its compliance with and understanding of its responsibility to ensure compliance with federal regulations. Failure to include the signed *Certification of Compliance with Federal Standards & Requirements* document with the Statement of Qualifications submission may deem the submission as

non-responsive. Failure to maintain compliance throughout the duration of the project or contract may be cause to terminate the contract.

Additionally, any contract entered into by the County that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the County should grant funding become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract. Such termination will be without liability to the County, other than for payment of services rendered prior to the date of termination.

## **I. SECTION 3 ACT OF 1968 COMPLIANCE**

**DISCLAIMER: THIS SOLICITATION DOES INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES APPLY.**

24 CFR 135 requires that for any HUD-funded contract with a value in excess of \$100,000, contractors and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

Offerors must complete and submit the *Section 3 Utilization Plan & Statement of Compliance* with their Statement of Qualifications. The *Section 3 Utilization Plan & Statement of Compliance* should detail the Offeror's goals to hire new Section 3 residents and/or subcontract with Section 3 Business Concerns. Offerors should indicate all firms proposed as subcontractors on this project, and whether any of the firms are Section 3 Business Concerns. Section 3 Business Concerns can be found on the HUD Section 3 website at <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.

Businesses which fit the definition of a Section 3 Business Concern, and would like to self-perform in order to comply with Section 3 requirements, must submit Section 3 Self-Certification documentation. At Harris County's discretion, the County shall accept the *Harris County Section 3 Business Concern Self-Certification*, or equivalent Section 3 Self-Certification forms from HUD, the Texas GLO, the City of Houston, and other Section 3 programs in the Offeror's local jurisdiction. Contractors and subcontractors must include the Section 3 Clause at 24 CFR 135.38 in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Upon award, Offerors will also be required to provide all pertinent information related to Section 3 residents and Section 3 Business Concerns including but not limited to the self-certification forms, copies of lease agreements, copies of documents evidencing participation in public assistance programs, copies of documents as proof of income, and other pertinent documents. Harris County shall monitor and evaluate contractor's, and contractor's subcontractors, Section 3 compliance towards achieving the numerical goals relative to Section 3 employment, training, and contracting on a minimum monthly basis throughout the contract period. Contractors and subcontractors shall be responsible for providing monthly reports in the format requested by Harris County.

## **J. HUB / MWBE UTILIZATION COMMITMENT**

2 CFR 200.321 requires that Contractors take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors

are required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) participation. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Offerors must indicate which of their subcontractors will be HUB / MWBE using the *Subcontractor Listing Form*. Offerors must indicate the type of work to be performed by each firm and whether each firm is a HUB / MWBE or non-HUB / MWBE firm. Offerors must include certification or documentation when the Offeror itself, or its subcontractor(s), is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction. Harris County shall monitor and evaluate Offeror's HUB / MWBE compliance throughout the contract period. Upon award, Offeror shall be responsible for providing reports in the format requested by Harris County.

#### **K. HISTORICALLY UNDERUTILIZED BUSINESSES**

The State of Texas identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

#### **L. LIMITATION OF COST**

In performing Contract services pursuant to this RFQ, the Contractor shall use its best efforts to perform the work specified and all obligations under the contract within the Contract costs.

#### **M. NO UNAUTHORIZED CONTACTS**

Offeror shall not contact any Harris County personnel or County Board members during this RFQ process without the express permission from the Harris County Purchasing Office. Harris County Purchasing may disqualify any Offeror who has made site visits, contacted Harris County personnel or Board Members, or distributed any literature without authorization from Harris County Purchasing.

All correspondence relating to this RFQ, from advertisement to award shall be sent to Harris County Purchasing.

#### **N. PUBLIC INFORMATION**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act after the solicitation is completed and contract(s) executed with selected firm(s). Once opened, Qualifications are public records. There are no exceptions. When submitting Qualifications, Offeror must be sure to identify trade secrets or confidential information contained in the Qualifications or

redact confidential information if the information is needed to address requirements of the RFQ. To the extent permitted by law, Offerors may request, in writing, non-disclosure of confidential data. Such information shall accompany the Statement of Qualifications, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by Offeror, Harris County must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

The County will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY". The County will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the County be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their submission as exempt from disclosure without justification may, at the County's discretion, be deemed non-responsive.

The County will not advise as to the nature or content of documents entitled to protection from disclosure under the Texas Public Information Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

If the County receives a Public Information Act request, prior to withholding any information, Offeror shall be required to execute an express agreement, in a form provided by the County, to indemnify, defend and hold harmless the County in any action to compel disclosure of any withheld material. If the Offeror refuses to sign such an agreement, the County shall have the right to disclose the entirety of the Qualifications package, regardless of any marking or labeling of material as trade secret, confidential or proprietary. By submitting Qualifications, Offeror expressly waives any claims against the County for such disclosure in the absence of an express written indemnification agreement. Offeror shall provide to the County a specific legal basis for each portion of a Qualifications sought to be withheld from disclosure.

#### **O. REGULATORY REQUIREMENTS & PERMITS**

Successful Offeror shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes. Successful Offeror shall identify, prepare and/or obtain all licenses, documentation, coordination, testing, inspections, plans, reports, forms, and permits required to provide the services identified under this RFQ, and as required by Local, State, and Federal Agencies, Departments, Boards, and Commissions at his/her own expense. Successful Offeror shall be responsible for supplying necessary reports and studies (if applicable) to the agencies as required and provide responses to their comments, as necessary.

#### **P. RESPONSIBILITY REVIEW**

Harris County shall conduct research to determine that an Offeror is responsible. Some methods to determine responsibility include:

- Compliance with Delivery and Performance Schedules: The County may request information on other active contracts Offeror is performing and verify the status with those buyers;
- Performance Record: The County may require Offeror to submit contact information for recent contracts they have performed for other customers and contact them to ascertain Offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable.

- Integrity and Business Ethics: The County may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. The County may verify Offeror's, and Offeror's subcontractors, compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;
- Necessary Organization, Experience, Operational Controls, and Technical Skills: The County may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the County's contract; and
- Necessary Production and Technical Equipment and Facilities: The County may request evidence that Offeror has all the equipment and facilities he/she will need or the capability to obtain them.

Offeror is responsible for determining the responsibility of their prospective subcontractors. Offeror shall submit the *Subcontractor Listing Form* (Attachment D) with its Statement of Qualifications and provide information on any prospective subcontractors to be used. Determinations of prospective subcontractor responsibility may affect the County's determination of Offeror's responsibility. Offeror may be required to provide written evidence of a proposed subcontractor's responsibility.

The County may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine Offeror responsibility shall be used by the County to determine subcontractor responsibility.

#### **Q. SUPPLEMENTAL MATERIALS**

Offeror is responsible for including all pertinent product data in the returned Qualifications package. Literature, brochures, data sheets, specification information, completed forms requested as part of the Qualifications package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which Offeror wishes to include as a condition of their Qualifications, must also be in the returned Qualifications package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Qualifications package.

#### **R. TAXES**

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

#### **S. TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult Harris County Purchasing for instructions. The place of delivery shall be shown on the Purchase Order as a "Deliver To:" address.

## **T. TOLL/PARKING FEES**

Any and all toll/parking fees incurred by successful Offeror during the term of this contract will be the responsibility of Offeror.

## **U. WAIVER OF SUBROGATION**

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under this agreement.

# **VII. SCOPE OF SERVICES & REQUIREMENTS**

Offeror shall perform the Scope of Services to the extent necessary (a) for the proper execution and completion of the Services under the Contract; (b) to supervise and direct the Services in a safe manner and perform all Services in accordance with the Contract, Applicable Law, Applicable Permits and Industry Standards; and (c) in conformance with the Contract Documents and the Requirements and such that the Services are in compliance with the Contract, Industry Standards, Applicable Codes, Applicable Laws and Applicable Permits.

Offeror is responsible for identifying, coordinating, and conforming scope, requirements, and recommendations of assigned project(s) to meet legal and regulatory parameters/constraints, codes and applicable requirements set forth by agencies, including, but not limited to the State of Texas, the Texas General Land Office (GLO) Harris County, U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), the Texas Commission on Environmental Quality (TCEQ), and any other local codes or agencies as they may apply.

Offeror shall demonstrate the ability to provide all the services defined in this RFQ. Successful Offeror awarded a Contract shall be responsible for identifying, preparing, and obtaining all documentation, coordination, testing, inspections, plans, reports, forms, permits and any other necessary documentation pertaining to any assigned work required by Local, State, and Federal Agencies, Departments, Boards, and Commissions. Offeror awarded a Contract shall be responsible for supplying necessary reports, studies, and/or documentation (if applicable) to the agencies as required and provide responses to their comments, as necessary.

## **A. BACKGROUND & OBJECTIVES**

The goal of this project is to implement a community-based health services program which includes mobile health services, new wellness centers, and health hubs to provide affordable, convenient, high quality healthcare services to Harris County residents most in need.

## **B. SCOPE OF SERVICES**

The project(s) shall consist of successful Offeror furnishing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead and incidentals necessary for **Professional Architectural and/or Engineering Services for Design and Build-Out of a Health Hub for Sheldon Independent School District (ISD)**. The services to be performed by the Offeror may include, but are not limited to, the following:

The proposed project area is approximately 10.7 acres located on the campus of the C.E. King Middle School located at 8530 C.E. King Parkway, Houston, TX. The campus is owned by the Sheldon ISD.

Within the existing campus, only the school's Reserve Officer Training Corps (ROTC) building will be utilized to house the proposed services by the Harris County Public Health Services (PHS). The building has existing water, sanitary service and electric services with connection to the school's existing emergency generator. The entrance to the building (south side) has a paved area between the building and the parking lot. Under the proposed project, Harris County would renovate the existing ROTC building into a facility capable of providing health and wellness services to the community. The proposed facility would be leased from Sheldon ISD and operated by PHS and no property acquisition is involved.

The firm or teams of firms must be registered with the State of Texas, be able to provide architectural and engineering services, and be able to provide services to assist with sealing plans, project manual, and estimates for bidding purposes. Also the capability to provide other additional services as needed (- i.e., partial topographic survey and geotechnical report, etc.).

### **C. STANDARDS**

When applicable, Standards required under this RFP are included under the *Standards* attachment.

Offerors may download the Standards, when available, from Bonfire at

<https://harriscountytexas.bonfirehub.com/portal/>.

### **D. DELIVERABLES**

Deliverables shall include all documents indicated in this Section and all additional deliverables as determined for the specific Project.

### **E. HARRIS COUNTY GENERAL CONDITIONS**

When applicable, the successful Offeror must comply with all requirements included under the *General Conditions* attachment.

### **F. WORK STANDARDS**

It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of Texas, and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Harris County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

## **VIII. CONTRACT REQUIREMENTS & PAYMENT**

The following Contract terms and payment requirements shall apply to the work intended to be awarded pursuant to this RFQ. The term "Contractor" shall mean and refer to the successful Offeror. To the extent that any of the Contract terms contained in this conflict with the Scope, Requirements, Standards, General Conditions, or Federal provisions applicable to the Project, the more stringent requirement shall govern.

### **A. CONTRACT PROVISIONS**



The federal regulations and standards applicable to the required work are set forth in Attachment M, *Required Contract Provisions*, and incorporated herein as part of this RFQ. The Contractor shall be required to comply with the federal terms and conditions under the *Required Contract Provisions*, which shall apply to and govern all work and services provided under the Contract. Any firm awarded a contract as a result of this RFQ will be required to sign a contract containing the County's contract provisions, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally-funded work. These provisions shall be substantially as they appear in Attachment M, *Required Contract Provisions*.

In accordance with 2 CFR 200.326, contracts executed by Harris County which are funded in whole or in part by federal grant monies shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. These contracts shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### **B. PURCHASE ORDER & DELIVERY**

Successful Offeror shall not deliver products or provide services without a Harris County Contract. If special circumstances apply to an Offeror's delivery of a project (including circumstances involving timing), this information should be included in the Qualifications, if necessary. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery, and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause for cancellation of the contract by Harris County without prejudice to other remedies provided by law. Where project delivery times are critical, Harris County reserves the right to award accordingly.

#### **C. INVOICING PROCEDURES**

Coordination of the project will be through the Harris County Purchasing Office, and all invoices must be routed through this department. All invoices shall include submission requirements stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is approved by the Harris County Engineering Department; therefore, payment to the Contractor may be up to one (1) month from the date the invoice is approved by the Harris County and received in Accounts Payable

#### **D. PAYMENT PROVISIONS**

The sum of the payments due to the Contractor is limited to the amount of money stated within the Contract. Any products provided, or services rendered, in excess of this amount will be at the Contractor's expense and not payable by Harris County. No alterations, substitutions or extra charges of any kind will be permitted. Merchandise may not be billed at a price higher than is stated on the order. Contractors cannot include federal excise, state or city sales tax. Pursuant to Texas Tax Code Section 151.309, as amended, Harris County is exempted from sales and use taxes.

#### **E. PAYROLL SUBMISSION**

If Davis-Bacon or Prevailing Wages are applicable to the Services, original Weekly Certified Payrolls in the format required by Harris County must be submitted by all contractors, and subcontractors as applicable, on a weekly basis to Harris County. The Prime Contractor is responsible for all subcontractor payroll

submittals. All contractors and subcontractors are to make available copies of cancelled checks and check stubs for comparison, if requested by Harris County.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance is found on page 2 of the WH-347 form, and additional certifications of compliance may be required by Harris County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

## **F. WAGE & LABOR COMPLIANCE**

If Davis-Bacon or Prevailing Wages are applicable to the Services, the U.S. Department of Labor Wage Rate poster must be displayed in a location that all workers have easy access and remain in place at all times until the project is complete. Harris County reserves the right to visit the job site and to interview any employees on any given date or time during the conduct of the work without prior notification.

Harris County may require the posting, utilization, and/or submission of the following forms or documents to verify compliance with Davis-Bacon, Prevailing Wages, and other labor requirements, which may include, but are not limited to, the following:

- DBRA Wage Rates – This reflects proper minimum hourly compensation, including fringe benefits, which is owed workers by all contractor/subcontractor for this project. Prime Contractors are required to post these wage rates at the job site visible to all workers.
- Equal Employment Opportunity is the Law (EEO) Poster – This poster will be provided by Harris County to Contractor, and must be posted at the job site in an area visible to all workers.
- Employees Rights Under Davis-Bacon Act Poster– This poster will be provided by Harris County to Contractor and must be posted at the job site accompanied by the wage rates, which shall be visible to all workers.
- Quarterly Employment Data Report – This report shall be provided by Harris County to Contractor and must be submitted by all contractors / subcontractors whose contracts and subcontracts exceed \$10,000.00 regardless of the nature and duration of contract.
- LCP Tracker / Weekly Certified Payrolls – Harris County shall dictate the format and frequency required of contractors / subcontractors when completing certified payrolls, which must be submitted for each week during the course of the project within five (5) working days after the end of the weekly payroll period.
- Project Sign – Harris County shall provide Contractor with the Project Sign requirements, if applicable, including language, formatting, size, and other specifications to be used when preparing and installing the required project sign(s).
- Daily Work Logs – Harris County may require submission of Daily Work Logs from the Contractor for each day during the course of the project with the corresponding Pay Request.

Harris County will ascertain that the proper wage rates are being paid to the employees in accordance with the contract documents. The Prime Contractor shall not allow work requiring a license to be performed by a worker who does not have the proper license. The Prime Contractor shall require, and shall require all its subcontractors and lower tier subcontractors, that workers carry their license upon their persons while performing work on the Project and that such persons produce their licenses to the Harris County representative upon request. Should work requiring a license be performed by an unlicensed person despite the prohibitions of this paragraph, that person must be paid the required wage rate applicable for a licensed craftsman performing such work pursuant to the issued DBRA Wage Decision for this Project. Harris County will not recognize a worker that holds a journeyman's license in a trade as eligible for pay as an apprentice rate for work in that trade.

Apprentices may be used in any of the crafts listed in the Wage Decision, if they are currently certified in a program recognized by the Office of Apprenticeship Training, U.S. Department of Labor, providing the proper ratio between journeyman and apprentice is observed. Apprenticeship certification certificates must be supplied with the first weekly payroll upon which the apprentice's name appears. If they are not certified as an apprentice, they must be paid as a journeyman and used as an apprentice.

In the event of discrepancy between the services performed and the wages paid, it will be documented and the Prime Contractor will be so notified. Harris County reserves the right to withhold any payment due the Prime Contractor until such discrepancy is resolved and the necessary adjustment made.

#### **G. PROMPT PAYMENT POLICY**

It is the policy of the County to process contract payments efficiently and expeditiously. Pursuant to Texas Government Code 2251.021, Harris County shall ensure payments are made within 30 days of receipt of goods and/or services under the contract and after proper submission of an invoice. Payment shall be made within the 30 day time-period, provided there are not disputes between the County and the Vendor, Contractor, Subcontractor, or Supplier about the goods delivered or the service performed that causes the payment to be late; the terms of a federal contract, grant, regulation, or statute prevent the governmental entity from making a timely payment with federal funds; and/or that the invoice is not submitted in strict accordance with any instruction in the contract or on the purchase order relating to the payment.

A Contractor that receives a payment from Harris County must pay its subcontractor the appropriate share of the payment not later than the 10th day after the date the Contractor receives the payment. The appropriate share is overdue on the 11th day after the date the Contractor receives the payment.

#### **H. COST PLUS CONTRACTING PROHIBITED**

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Harris County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

## **I. INFORMATION SECURITY**

### **1. Definitions**

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“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(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

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

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI 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.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor’s subcontractor(s).
- e. Contractor shall not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.

### **3. Data Ownership**

- a. Upon termination of the Contract, Contractor shall promptly return to Harris County all Harris County-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned data. If such return is infeasible, as mutually determined by Harris County and Contractor, with respect to Harris County-owned data, Contractor shall limit any further use

and disclosure of Data to the purposes that make the return of Harris County-owned data infeasible. In lieu of the requirements in this Section, Harris County may direct Contractor to destroy any Harris County-owned data in Contractor's possession. Any such destruction shall be verified by Contractor and Harris County.

#### 4. Data Mining

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

#### 5. Breach of Security

- a. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery.
- b. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

#### 6. Right to Audit

- a. Upon the Harris County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Harris County permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. Contractor shall ensure that this clause concerning the Harris County's authority to assess, audit, examine, investigate, or review is included in any subcontract it award.

### **J. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES**

1. As authorized by 41 U.S.C. 1908, in instances where Contractors violate or breach contract terms, Harris County is authorized to impose administrative, contractual, or legal remedies which may provide for sanctions and penalties as appropriate.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of the Contract, Harris County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Harris County may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Harris County

may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

2. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Harris County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.
3. In addition, in accordance with Attachment M, *Required Contract Provisions*, liquidated damages may be applied for certain other breaches of the Contract, which may be withheld from amounts due on the Contract.

Any and all moneys collected by the Contractor as liquidated damages from its Subcontractors for any breaches in accordance with Attachment M shall be paid by the Contractor to the County. In each subcontract for Work, the Contractor shall include a provision expressly giving the County a right of action against the Subcontractor in the event such Subcontractor fails to pay any liquidated damages determined to be due and owing thereunder.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the County’s right to indemnification, or the Contractor’s obligation to indemnify the County, or to any other remedy provided for in this Contract or by Law.

The County may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the County, the Contractor shall be liable to pay the difference.

## **K. TAXES**

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

## **L. SAFETY**

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of County residents and staff, the Contractor’s staff, subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

The Contractor shall comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. Hazardous Materials may not be used without prior notice to, approval from, and coordination with the County. Contractor shall be responsible for any Hazardous Materials brought onto County property by Contractor, Subcontractors, suppliers or anyone else for whom Contractor is responsible. Contractors shall dispose of all Hazardous Materials in accordance with all applicable laws

and Safety Guidelines relating to disposal of Hazardous Materials. Notwithstanding anything herein to the contrary, asbestos, asbestos containing products or polychlorinated biphenyl (PCB) shall not be used in the Work.

#### **M. HAZARDOUS MATERIALS**

As applicable, materials used in the completion of the Contract shall be free of hazardous materials, except as may be specifically provided for in the specifications.

#### **N. SUPERVISION**

Contractor shall provide competent management for the Project, approved by County, who shall be working on the Project for direction, coordination, sequencing and all other required activities, for the entire duration of and until final acceptance of the Work. The approved manager or superintendent shall not be discontinued (except upon Final Completion of the Project or in the event of his or her termination of employment or disability or if the County requests a replacement to resolve incompatible working relationships) and no new individual shall be designated without prior approval of the County.

#### **O. STAFFING REQUIREMENTS**

Contractor, upon award, shall make reasonable effort to maintain stability of the staff assigned to the Project to prevent the departure of the most productive and expert resources from the Project. Contractor shall provide the County with at least 30 days' notice of any change in key personnel or staff assigned to the Contract. Personnel shall be removed from the Project upon request by the County.

#### **P. SUBCONTRACTORS**

Harris County must approve the actual subcontractors prior to their use. Offeror must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. The Contractor assumes responsibility for the performance of the subcontractor; therefore, Offeror is urged to closely scrutinize subcontractors. If a subcontractor is found to be ineligible after award of a contract, the contract shall be immediately terminated and the matter reported to HUD.

#### **Q. INSURANCE**

Contractor performing services under any contract awarded pursuant to this RFQ must provide the types and amounts of insurance specified in the *Minimum Insurance Requirements*, included as Attachment K. Contractor is advised to carefully review such insurance requirements. All insurance must provide coverage for work on residential properties. By submitting Qualifications, Contractor acknowledges that it has reviewed the insurance provisions and takes no exceptions to the insurance requirements.

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

Refer to Attachment K for more information on Minimum Insurance Requirements.

#### **R. WAIVER OF SUBROGATION**

Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.

## **S. WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

Contractor must comply with this requirement, if applicable, for any building or construction contract – see the *Workers' Compensation Insurance Coverage Rule 110.110* under Attachment L for more detail.

## **T. TOLL / PARKING FEES**

Any and all toll/parking fees incurred by the Contractor(s) during the term of this contract will be the responsibility of Contractor.

## **U. RECYCLED MATERIALS**

Harris County encourages the use of products made of recycled materials that are EPA-designated items and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity, quality, and reasonableness of cost. Harris County will be the sole judge in determining product preference application. Information about this requirement and a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

## **V. FAILURE TO COMPLY**

Failure to comply with any part of the provisions shall constitute a material breach of the Contract. The event of such a breach may result in compensation being withheld or suspended, termination of the Contract, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of the Contract.

## **W. TERMINATION**

1. **Termination for Convenience.** This Contract may be Terminated for Convenience due to reasons known to Harris County, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the Contractor is not in violation of the contract terms and conditions. Harris County may terminate this contract without Cause upon thirty (30) days written notice.
2. **Termination for Cause.** This Contract may be Terminated for Cause due to actions by the Contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include repurchase costs to be paid by the Contractor. Harris County reserves the right to terminate this Contract for default if Contractor breaches any of the terms herein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of Termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements.
3. **Termination for Health and Safety Violations.** Harris County shall terminate this contract immediately without prior notice if Contractor fails to perform any of its obligations in this Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

## **X. CONTRACT TRANSITION**



In the event services end by either contract expiration or termination, it shall be incumbent upon the successful Offeror to continue services, if requested by Harris County Purchasing, until new services can be completely operational. Offeror acknowledges its responsibility to cooperate fully with the replacement Offeror and Harris County to ensure a smooth and timely transition to the replacement Offeror. Such transitional period shall not extend more than ninety (90) days beyond expiration/termination date of the contract, or any extension thereof. Offeror shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

#### **Y. EXTENSIONS / RENEWALS**

Extensions or renewals of the awarded contracts may be made ONLY by written agreement between Harris County and the Contractor.

The County may extend the term of the contract by written notice to the Contractor within the term of the original contract. If the Government exercises this option, the extended contract shall be considered to include the option clause and shall require continued performance by the Contractor of any services within the limits and at the rates specified in the contract.

#### **Z. SEALS, LOGOS, AND FLAGS**

Contractor shall not use any Federal, State, or local government agency seal, logo(s), crest, or reproduction of flags or likeness of agency officials without expressed, specific agency pre-approval in writing.

#### **AA. SILENCE OF SPECIFICATIONS**

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

#### **BB. SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

### **IX. ATTACHMENTS**

- ☒ Attachment A – RFQ & Addenda Acknowledgement
- ☒ Attachment B – Certification Regarding Lobbying
- ☒ Attachment C – Statement of Offeror Qualifications
- ☒ Attachment D – Subcontractor Listing Form

- ☒ Attachment E – References
- ☒ Attachment F – Contractor Profile
- ☐ Attachment G – Performance Bond for Public Works Contracts over \$100,000
- ☐ Attachment H – Performance Bond for Non-public Works Contracts over \$50,000
- ☐ Attachment I – Payment Bond
- ☒ Attachment J – Certification of Compliance with Federal Standards & Requirements
- ☒ Attachment K – Minimum Insurance Requirements
- ☒ Attachment L – Workers’ Compensation Insurance Coverage Rule 110.110
- ☒ Attachment M – Required Contract Provisions
- ☒ Attachment N – Section 3 Clause
- ☒ Attachment O – Section 3 Utilization Plan & Statement of Compliance
- ☒ Attachment P – Section 3 Business Concern Self-Certification Form
- ☐ Attachment Q – Davis Bacon Current Wage Decision
- ☒ Attachment R – Report File
- ☐ Attachment S – General Conditions
- ☐ Attachment T – General Notices, Notes & Information
- ☒ Attachment U – GLO Compliance Package
- ☒ Attachment V – Form SF-330 – Architect-Engineer Qualifications

Attachment A  
**RFQ & ADDENDA ACKNOWLEDGEMENT**

**Addenda Acknowledgement**

As required by this solicitation, the undersigned Offeror hereby acknowledges receipt of all Addenda through and including:

<u>Addendum Number</u>	<u>Dated</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received

**RFQ Acknowledgement**

This acknowledgment shall be signed, in ink, by a corporate officer, partner, or proprietor:

I certify that this Statement of Qualifications is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same contract opportunity and is in all respects fair and without collusion or fraud. I am authorized to sign this Acknowledgement for the Offeror and agreed to abide by all conditions of this Request for Qualifications and certify that I have read and understand the RFQ documents in their entirety. In signing this Acknowledgement, I attest that under this contract opportunity I shall provide the services identified in this Request for Qualifications according to the published provisions of this RFQ. I certify that all statements made are true, complete and correct.

_____	_____
<b>Authorized Signature</b>	<b>Date</b>

Authorized Representative Name (First & Last): \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Offeror DUNS Number: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Attachment B  
**CERTIFICATION REGARDING LOBBYING**

(To be submitted with each Statement of Qualifications for contract opportunities expected to exceed \$100,000)

The undersigned [Offeror] certifies, to the best of his or her knowledge, 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Offerors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Offeror, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Offeror understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Print Name and Title of Offeror's Authorized Official

\_\_\_\_\_  
Signature of Offeror's Authorized Official

\_\_\_\_\_  
Date

Attachment B  
**CERTIFICATION REGARDING LOBBYING**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Prime  <input type="checkbox"/> Subawardee  <input type="checkbox"/> Tier         </div> <div style="width: 45%;">If Known:</div> </div> <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>     <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i>	
<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 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>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form – LLL (Rev. 7-97)</b>	

Attachment C  
**STATEMENT OF OFFEROR QUALIFICATIONS**

This Statement of Offeror Qualifications requests information about Offeror that will be used in the evaluation of Offeror responsibility. All Offerors must complete this form in its entirety and submit with the submission of Qualifications. Answers should be as thorough and definitive as possible and include all pertinent data. Failure to fully and truthfully disclose the information required may result in the disqualification of your Qualifications from consideration or termination of the contract, once awarded. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

**General Information**

1. Name of company/organization: \_\_\_\_\_
2. Address of company/organization: \_\_\_\_\_
3. Home office address (if other than above): \_\_\_\_\_
4. Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_
5. Type of business entity (corporation, partnership, sole proprietorship, etc.): \_\_\_\_\_
  - A. If your organization is a corporation, please provide on a separate sheet(s), detailing the following: Date of incorporation, State of incorporation, Names of President, Vice-president, Secretary, and Treasurer.
  - B. If your organization is a partnership or individually owned, please attach a list detailing the following: Date of organization, Name of owner(s) or partners.
6. Place of incorporation (if applicable): \_\_\_\_\_
7. Type of work performed by your company: \_\_\_\_\_
8. Year founded/established: \_\_\_\_\_
9. Has your organization been in business under its present name for at least five (5) years? ☐ YES ☐ NO
  - A. If not, please explain why. \_\_\_\_\_
10. Primary individual to contact: \_\_\_\_\_

**Litigation Record**

Have you or any member of your organization or team brought any claim, litigation, or arbitration against Harris County or any other Federal, State or Local Government during the last five (5) years?

☐ YES ☐ NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has Harris County or any other Federal, State or Local brought any claim or litigation against you or any member of your organization or team during the last five (5) years?

☐ YES ☐ NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has you or any member of your organization or team filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

☐ YES ☐ NO

If yes, attach a list of any lawsuits or requested arbitrations and their final outcome.

Are there any administrative proceedings, claims, lawsuits, or other exposures pending against you or any member of your organization or team?

Attachment C  
**STATEMENT OF OFFEROR QUALIFICATIONS**

☐ YES ☐ NO

If yes, explain: \_\_\_\_\_

Have any subcontractors, in which your organization has some ownership, filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

☐ YES ☐ NO

If yes, explain: \_\_\_\_\_

Have you or any member of your organization or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for Harris County or any other Federal, State or Local Government, or Private Entity?

☐ YES ☐ NO

If yes, explain: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? ☐ YES ☐ NO

If yes, explain, indicating what was not completed and the reasoning: \_\_\_\_\_

Have you ever defaulted on a contract? ☐ YES ☐ NO

If yes, explain: \_\_\_\_\_

**Experience Record**

How many years has your organization been providing the services identified in this RFQ to the following types of entities?

Government (Public) Entities: \_\_\_\_\_

Private (Commercial) Entities: \_\_\_\_\_

List three to five (3-5) similar projects as the one specified in this solicitation that your organization has completed over the last five (5) years. Attach additional pages as necessary:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Describe your organization's concepts for working in a team relationship with the owner and user groups during the completion of projects similar to that identified in this RFQ. Identify which of the project(s) listed on Attachment E, *References*, best exemplify these concepts and experiences. Attach additional pages as necessary:

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Attachment C  
**STATEMENT OF OFFEROR QUALIFICATIONS**

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Please list categories of work that your organization normally performs with its own forces.

---

---

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---

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Please list subcontractors/subconsultants in which your organization has some ownership or relationship and list the categories of work those subcontractors/subconsultants normally perform.

1. 

---
2. 

---
3. 

---
4. 

---

Portions of work Offeror proposes to sublet in case of award of contract, including amount and type:

1. 

---
2. 

---
3. 

---



Attachment C  
**STATEMENT OF OFFEROR QUALIFICATIONS**

Dated this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_  
(Title)

Submitted by \_\_\_\_\_ an individual  
a partnership  
a corporation

with principal office at \_\_\_\_\_  
(Full Address or City, State)

To be filled in by Corporation:  
Date incorporated \_\_\_\_\_  
Under the laws of \_\_\_\_\_ State.

To be filled in by Partnership  
Date formed \_\_\_\_\_  
State whether partnership is general, limited or associated

Executive Officer \_\_\_\_\_

List Members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and attests that he/she is  
(Name of Offeror's Representative)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position Title) (Name of Organization)

and that: (1) the Offeror submitting a Statement of Qualifications for this contract opportunity and the contractors / subcontractors anticipated to perform the work are properly licensed, as applicable, and shall provide proof of said licensure needed to complete the scope of work; (2) the answers to the foregoing questions on the attached/associated forms and all statements therein are correct to the best of their knowledge; (3) the experience record are made part of this affidavit as though written in full herein; and (4) all statements and answers to the questions given in the above-mentioned experience record are true and correct.

\_\_\_\_\_, sworn to before me this \_\_\_\_\_ day  
(Name of Offeror's Representative)

of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(Seal)  
My Commission expires

Attachment D  
**SUBCONTRACTOR LISTING FORM**

Contractor must provide information below for any potential subcontractors or subconsultants, professionals, suppliers, and vendors used in connection with the project. The County reserves the right to reject proposed subcontractors or subconsultants on any reasonable basis. Harris County must approve the actual subcontractors prior to their use (add additional pages if necessary):

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____ _____	

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____ _____	

Company Name: _____	Industry: _____
DUNS #: _____	Name of Principal: _____
Approximate Contract Value \$ _____	Start & End of Contract _____
Certified HUB / MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Certified Section 3: <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work to be performed: _____ _____ _____	

Contractor shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists and shall obtain and submit licenses for any subcontractors if the work being performed requires licensing in accordance with state or federal law. A final Subcontractor Listing Form will be required prior to contract award. If any of the required information changes throughout the term of the contract, Contractor must submit a revision to the County for approval.

☐ **I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources.**

Signature of Contractor: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attachment F  
**REFERENCES**

Reference #1

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #2

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #3

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attachment F  
**REFERENCES**

Reference #4

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #5

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference #6

Organization Name: \_\_\_\_\_

Contact Name/Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Attachment G CONTRACTOR PROFILE

(To be submitted within fifteen (15) working days after being notified as apparent low bidder.)

Project Name: \_\_\_\_\_ Project No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_ Contractor's FED Tax ID# \_\_\_\_\_ DUNS # \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_ Subcontractor's FED Tax ID# \_\_\_\_\_ DUNS # \_\_\_\_\_

Category of Trade (*e.g. Carpentry, Electrical, Plumbing, etc.*)  
\_\_\_\_\_

Type of Contract:

☐ Construction ☐ Professional ☐ Non-professional Services ☐ Supplies ☐ Equipment  
☐ Architectural / Engineering

Name of Principle Owner(s) \_\_\_\_\_

Name of Contact Person \_\_\_\_\_

Company Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Estimated Amount of Contract or Subcontract: \$ \_\_\_\_\_

**Women Owned:** ☐ Yes ☐ No

**Minority Owned:** ☐ Yes ☐ No

**Section 3 Business:** ☐ Yes ☐ No (*if yes, must attach the Harris County Section 3 Business Concern Self-Certification form*)

**Racial/Ethnic Codes:**

- ☐ White American
- ☐ Black/African American
- ☐ Asian/Pacific American
- ☐ Native American
- ☐ Hispanic Americans
- ☐ Hasidic Jews
- ☐ Multi-racial \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Offeror] certifies, to the best of his or her knowledge that \_\_\_\_\_, Offeror company or legal entity responding to this RFQ, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed under *Required Contract Provisions* (Attachment M), and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Offeror must initial by each regulatory requirement and sign below.**

- \_\_\_\_\_ **A. ACCESS TO RECORDS & RECORD RETENTION** – Offeror agrees to comply with 2 CFR 200.336 and provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Offeror(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Offeror shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.
- \_\_\_\_\_ **B. ACCESSIBILITY** – Offeror agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Offeror must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- \_\_\_\_\_ **C. BYRD ANTI-LOBBYING AGREEMENT** – Offeror submitting responses exceeding \$100,000 agree to comply with CFR 200 APPENDIX II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment C, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- \_\_\_\_\_ **D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Offeror agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.
- \_\_\_\_\_ **E. CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Offeror agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Offeror agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean

## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Offeror agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- \_\_\_\_\_ **F. *CONTRACT WORK HOURS & SAFETY STANDARDS ACT*** – Offeror agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- \_\_\_\_\_ **G. *COPELAND “ANTI-KICKBACK” ACT*** – Offeror agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- \_\_\_\_\_ **H. *COST PLUS CONTRACTING PROHIBITED*** – Offeror agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Offeror agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
- \_\_\_\_\_ **I. *DAVIS BACON & RELATED ACTS*** – When applicable, Offeror agrees to comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- \_\_\_\_\_ **J. *DEBARMENT AND SUSPENSION*** – Offeror affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
- \_\_\_\_\_ **K. *ENERGY EFFICIENCY*** – Offeror agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

- \_\_\_\_\_ **L. *EQUAL EMPLOYMENT OPPORTUNITY*** – Offeror agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

Offeror agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- \_\_\_\_\_ **M. *EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES*** – Offeror agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Offeror agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

- \_\_\_\_\_ **N. *EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS*** – Offeror agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Offeror agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Offeror agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Offeror shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

- \_\_\_\_\_ **O. *FAIR LABOR STANDARDS ACT*** – Offeror agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Offeror warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

- \_\_\_\_\_ **P. *FLOOD DISASTER PROTECTION ACT OF 1973*** – Offeror agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

- \_\_\_\_\_ **Q. *GREEN BUILDING*** – Offeror agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Offeror agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or



## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Offeror agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

- \_\_\_\_\_ **R. *HOLD HARMLESS AGREEMENT*** – Offeror agrees to indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Offeror shall procure and maintain, with respect to the subject matter of this Request for Qualifications, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Qualifications. Certification of such coverage must be provided to the County upon request.
- \_\_\_\_\_ **S. *LEAD BASED PAINT*** – Offeror agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.
- \_\_\_\_\_ **T. *NON-COLLUSION*** – Offeror agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Offeror agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this contract opportunity or the terms or conditions of this contract opportunity; Paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.
- \_\_\_\_\_ **U. *PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES*** – Offeror agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).
- \_\_\_\_\_ **V. *POTENTIAL CONFLICT OF INTEREST*** – In accordance with 2 CFR 200.112, Offeror agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Offeror agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local

## CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

governmental entity not later than the 7th business day after the date Offeror becomes aware of facts that require the statement to be filed.

- \_\_\_\_\_ **W. *PREVAILING WAGES*** – Offeror agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate.
- \_\_\_\_\_ **X. *PROCUREMENT OF RECOVERED MATERIALS*** – Offeror agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunities are subject to the requirements of Section 6002.
- \_\_\_\_\_ **Y. *PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS*** – Offeror agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.
- \_\_\_\_\_ **Z. *RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS*** – The Offeror certifies by the submission of its Statement of Qualifications that it:
- Is not a Contractor of a foreign country included on the USTR list.
  - Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
  - Will not provide any product of a foreign country included on the USTR list.
- \_\_\_\_\_ **AA. *SECTION 3 ACT OF 1968*** – Offeror agrees to comply with the provisions of 12 U.S.C. 1701u and 24 CFR 135. For any HUD-funded contract with an anticipated value in excess of \$100,000, the contract shall be considered a covered transaction for purposes of compliance with the Section 3 Act of 1968. Contractor must include the Section 3 Clause (Attachment Q, *Section 3 Clause*) in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135. **DISCLAIMER: THIS SOLICITATION DOES INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES APPLY.**

If requested by Harris County, Offeror agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

\_\_\_\_\_  
Print Name and Title of Offeror's Authorized Official

\_\_\_\_\_  
Signature of Offeror's Authorized Official

\_\_\_\_\_  
Date

## Attachment K

### MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease—Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County. The requirements stipulated in this attachment do not establish limits of contractor liability.

## **WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

If this bid package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

**WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A certificate of coverage, prior to the other person beginning work on the project, and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Revised 4/02

## Attachment M

### REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Harris County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Harris County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Harris County, all contracts made by Harris County under the Federal award shall contain provisions covering the following, as applicable.

#### **ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)**

Contractor must provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

#### **ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)**

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

#### **BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)**

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Attachment M  
**REQUIRED CONTRACT PROVISIONS**

**CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)**

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part “program or activity” is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. “Funded in whole or in part with community development funds” means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

**CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))**

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

Attachment M  
**REQUIRED CONTRACT PROVISIONS**

For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))**

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.



## Attachment M

### REQUIRED CONTRACT PROVISIONS

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)**

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Harris County shall report all suspected or reported violations to the Federal awarding agency.

#### **COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))**

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Harris County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

#### **DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))**

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of \$2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

## Attachment M

### **REQUIRED CONTRACT PROVISIONS**

If Davis Bacon is applicable, Harris County will provide a copy of the current *Davis Bacon Wage Decision* with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Harris County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true.

Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Harris County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

#### **DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))**

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the

## Attachment M

### REQUIRED CONTRACT PROVISIONS

Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R. Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Harris County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Harris County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Harris County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))**

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

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**REQUIRED CONTRACT PROVISIONS**

**EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))**

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

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

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

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

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

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**REQUIRED CONTRACT PROVISIONS**

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

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**REQUIRED CONTRACT PROVISIONS**

**EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222-36)**

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)**

Harris County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures.
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - iii. Rates of pay or any other form of compensation and changes in compensation.

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**REQUIRED CONTRACT PROVISIONS**

- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - v. Leaves of absence, sick leave, or any other leave.
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
  - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - viii. Activities sponsored by the contractor including social or recreational programs.
  - ix. Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources

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**REQUIRED CONTRACT PROVISIONS**

contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
  - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
  - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
  - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.



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- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.
- p.

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**REQUIRED CONTRACT PROVISIONS**

**FAIR LABOR STANDARDS ACT**

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

**FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)**

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

**GREEN BUILDING STANDARDS**

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

**HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability

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### REQUIRED CONTRACT PROVISIONS

as may arise directly or indirectly from work performed under terms of this Invitation for Bids. Certification of such coverage must be provided to the County upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **LEAD-BASED PAINT (24 CFR 570.608)**

Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

#### **NON-COLLUSION (The Sherman Act)**

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.
- b. Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

#### **NON-SEGREGATED FACILITIES**

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)**

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBES / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBES / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

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**REQUIRED CONTRACT PROVISIONS**

**POTENTIAL CONFLICTS OF INTEREST**

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

**PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)**

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Harris County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

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### REQUIRED CONTRACT PROVISIONS

Harris County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Harris County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

#### **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

#### **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION**

- a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)
- b. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Bidder certifies that it:
  - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);

Attachment M  
**REQUIRED CONTRACT PROVISIONS**

- ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
- iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- c. Inability to certify. A Bidder unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- e. Notice. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Bidder (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

**RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS**

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
  - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
  - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
  - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
  - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

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**REQUIRED CONTRACT PROVISIONS**

- v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Harris County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.
- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

**RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))**

Any discovery or invention that arises during the course of the contract shall be reported to Harris County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding



## Attachment M

### REQUIRED CONTRACT PROVISIONS

the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)**

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

#### **SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135) DISCLAIMER: THIS CONTRACT IS HUD-FUNDED AND THEREFORE SECTION 3 DOES APPLY TO THIS CONTRACT.**

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires);
- 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

#### **TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)**

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization

Attachment M  
**REQUIRED CONTRACT PROVISIONS**

as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

**TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))**

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Harris County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Harris County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Harris County may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Harris County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Harris County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the **Contract Requirements & Payment**, Section VIII, portion of this IFB.

**VERIFICATION NOT TO BOYCOTT ISRAEL**

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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**REQUIRED CONTRACT PROVISIONS**

**VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS**

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at [www.hctax.net](http://www.hctax.net), set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids due on or after November 1, 2009.

**WHISTLEBLOWER PROTECTION ACT**

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

**Contract Clause, Effective July 1, 2021****HUD Section 3 Compliance**

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**").
- b. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.
- c. The Award Recipient, Contractor, or Development Owner agrees to send to each labor organization or representative of workers with which the Award Recipient, Contractor, or Development Owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Award Recipient, Contractor, or Development Owner's commitments under this section of the Contract and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- d. The Award Recipient, Contractor, or Development Owner agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3 Regulations. The Award Recipient, Contractor, or Development Owner will not subcontract with any subcontractor where the Award Recipient, Contractor, or Development Owner has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.
- e. The Award Recipient, Contractor, or Development Owner will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Award Recipient, Contractor, or Development Owner's obligations under Section 3 Regulations.
- f. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.

## HUD Section 3 (Effective 2021), Obligation Summary for Contract Awardees

Harris County will monitor Subrecipients and contractors based on these requirements.

Applies to: HUD-funded project (\$200,000 or more) with construction, reconstruction, rehab, or demolition.

Service area: geographic area defined on a project by project basis.

For the sake of clarity, "Subrecipient" means: any entity that receives HUD funds under contract from Harris County.

Section 3 FAQs: [HUD Section 3 FAQs](#)

Basis for Section 3 Requirements (24 CFR 75)

Housing & Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3)

Section 3 Clause recommended in all Section 3-covered HUD contracts [24 CFR §75.27 Contract provisions].

Although HUD no longer dictates specific text, Harris County uses the Section 3 Clause document attached.

Responsibilities of Subrecipient to Harris County:

To the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations:

Develop a Section 3 Plan describing resource utilization and outreach to notify section 3 residents and business concerns of training, employment and contracting opportunities. Document actions taken to comply with Section 3. Documentation of your plan and actions must be available upon request.

Responsibilities for contractors, for covered projects:

1. "To the greatest extent feasible," recruit, train, and employ Section 3 workers and award contracts to Section 3 businesses including recruiting Section 3 residents through local advertising, project site signage, liaisons with local Public Housing Authorities, community organizations, public or private institutions, or Local Workforce Development Boards (affiliated with Texas Workforce Commission).
2. Search HUD's Section 3 site and perform outreach for certified Section 3 businesses: <https://hudapps.hud.gov/OpportunityPortal/>.
3. Notify potential contractors of their Section 3 responsibilities [24 CFR §75.27].
4. Maintain data for Summary Report, including employment, labor hours (Section 3 compared to total), and training records.

### Benchmarks for Section 3 Workers

25% of total labor hours for the project worked by:

- o Employee of a Section 3 business
- o YouthBuild participants
- o Below 80% AMI (area median individual income)

### Benchmarks for Targeted Section 3 Workers

5% of total labor hours for the project worked by:

- o Employee of a Section 3 business
- o Service area resident (§75.5) or
- o YouthBuild Participant (within past 5 years)

5. Avoid entering into contracts with entities reportedly in violation of Section 3 regulations.

Report Submission

Contractor's Final Section 3 report precedes final disbursement from Harris County.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Name of Authorized Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

These obligations and requirements substantively reflect 24 CFR 75, guidance from US Department of Housing and Urban Development (HUD).



## Harris County

### Section 3 – Initial Subcontracting Plan

<b>Business Name</b>		Prime <input type="checkbox"/>	Sub <input type="checkbox"/>	<b>Do you qualify as a Section 3 Business Concern?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Business Address</b>				<b>Business Email</b>	
<b>Project Title / Project #</b>				<b>Contract Amount</b>	\$

#### Part 1: Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need for subcontracts to complete a Section 3 covered contract. **If a prime contractor anticipates using subcontractors, each subcontractor must submit a separate Section 3 Subcontractor's List.**

If the contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification and Supporting Document Forms** must be completed and attached to this List for each contractor and subcontractor. NOTE: If subcontracting is anticipated and this section is not completed, the contractor's submission may be deemed non-compliant.

☐ I do anticipate subcontracting any portion of the work on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

**\*IF CONTRACTOR *DOES NOT* ANTICIPATE THE NEED FOR ANY SUBCONTRACTING, THE SECOND BOX MUST BE CHECKED ABOVE, AND THE CONTRACTOR SHOULD SKIP TO THE *STATEMENT OF COMPLIANCE* ON THE FINAL PAGE\***

Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	



# Harris County

## Section 3 – Initial Subcontracting Plan

### Part II: Statement of Compliance

I understand that the information contained in this Subcontractor's List may require verification, and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a contractor for Harris County.

---

Business Name

---

Name of Authorized Officer

---

Signature

---

Date

---



# Harris County

## Section 3 Business Concern Self-Certification Form

<b>Business Name:</b>	<b>Business Principal Name:</b>	
<b>Address:</b>	<b>City:</b>	<b>Zip Code:</b>
<b>Email:</b>	<b>Phone #:</b>	

**Section 3 Business Concern Criteria:** A business is eligible for Section 3 Business Concern status if it meets any one of the following criteria. Check all that apply:

- ☐ My business is 51 percent or more owned by a Section 3 worker or workers;
- ☐ Over 75 percent of the labor hours performed for the business referenced above over the prior three-month period are performed by Section 3 Workers; or
- ☐ My business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- ☐ Not a Section 3 Business Concern.

**Appropriate documentation must be attached as evidence of Section 3 eligibility** (As defined by 24 CFR 75)

**Section 3 Business Concerns claiming status as a Section 3 Worker-owned enterprise must submit the following:**

- ☐ Section 3 Worker Self-Certification Form verifying Section 3 Worker status of owner(s)  
*Additional evidence and supporting documentation may be required, including but not limited to proof of Public Housing Assistance (PHA) lease, evidence of participation in other public program(s), Housing Assistance Payment Contract (HAP) Award or benefit notification letter, proof of other public assistance, etc.*

**Section 3 Business Concerns claiming Section 3 status by claiming at least 75 percent of labor hours performed for the business over the prior three-month period are performed by Section 3 Workers:**

- ☐ List of all current employees certified as Section 3 Workers or Targeted Workers
- ☐ Evidence of employee Section 3 Worker status (including Section 3 Worker Self-Certification Forms)
- ☐ Evidence that 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers

**Section 3 Business Concerns claiming Section 3 status as a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing:**

- ☐ List of all owners noting 51 percent of the ownership qualifies as public housing or Section 8-assisted housing
- ☐ Evidence of current public housing lease (HAP) or Section 8 –assisted housing award letter and or lease per owner noted as qualified

*I understand that the information above may require verification and I agree to provide additional documents verifying this information if requested. I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a contractor for Harris County, which may be grounds for termination of contracts that resulted from this certification.*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For County Use Only**

**Contract / Project:** \_\_\_\_\_ **Department:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*Pursuant to 24 CFR 75, a Section 3 business concern seeking a contract shall submit to Harris County, its contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors subject to the procurement standards of 2 CFR 200.318(h)\*

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



Attachment U

**GLO COMPLIANCE PACKAGE**

**GLO INFORMATION SECURITY APPENDIX**

**1. Definitions**

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“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(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

**2. Security and Privacy Compliance**

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI 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.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Harris County. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

**3. Data Ownership**

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Harris County or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to Harris County and/or the GLO all Harris County-owned or GLO-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Harris County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Harris County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Harris County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Harris County or the GLO may direct Contractor to destroy any Harris County-owned or GLO-owned data in Contractor’s possession. Any such destruction shall be verified by Contractor and Harris County and/or the GLO.

**4. Data Mining**

## Attachment U

### GLO COMPLIANCE PACKAGE

#### GLO INFORMATION SECURITY APPENDIX

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

#### 5. Breach of Security

- a. Contractor agrees to provide Harris County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Harris County with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at [brandon.rogers@glo.texas.gov](mailto:brandon.rogers@glo.texas.gov).
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

#### 6. Right to Audit

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

Attachment Y

**GLO COMPLIANCE PACKAGE**

**GLO CONTRACTOR BID CERTIFICATION**



<b>GLO Contractor Bid Certification</b>	
<b>Subrecipient: Harris County</b>	<b>Contract Number:</b>
<b>Contractor Name:</b>	
<b>Contractor Address:</b>	<b>Phone:</b>

1. I understand that I am bidding on a contract funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.
2. I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:
  - International Residential Code (IRC) – new construction and reconstruction;
  - Housing Quality Standards (HQS) – for rehabilitated properties;
  - All local building codes, standards, and specifications; and
  - All standards and requirements defined by the Texas General Land Office (GLO), Harris County, the Harris County Engineering Department, and the Harris County Community Services Department (CSD).
3. I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.
4. I understand that I must provide a 1-2-10 warranty on all work performed, specifically:
  - 1 year warranty on the entire home;
  - 2 year warranty on mechanical, electrical and plumbing components; and
  - 10 year warranty on structural components.

Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.
5. I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

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Signature of Contractor

---

Date

Attachment Y

**GLO COMPLIANCE PACKAGE**

**GLO CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS**

<b>U.S. Department of Housing and Urban Development</b>	
<b>INSTRUCTIONS</b>	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
<b>CERTIFICATION BY BIDDER</b>	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. <input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that:  <input type="checkbox"/> The <u>Section 3 Clause</u> is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the IFB proceedings (if contract equals or exceeds \$100,000).  <input type="checkbox"/> The <u>Non-Segregated Facilities</u> clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.  <input type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Solicitation (if contract equals or exceeds \$10,000).  <input type="checkbox"/> The <u>Equal Employment Opportunity for Workers With Disabilities</u> clause is included in the Solicitation.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

## Attachment Y

### GLO COMPLIANCE PACKAGE

#### GLO CONTRACTOR CERTIFICATION OF EFFORTS TO FULLY COMPLY WITH EMPLOYMENT AND TRAINING PROVISIONS OF SECTION 3



<b><u>THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:</u></b>
<input type="checkbox"/> Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: <ol style="list-style-type: none"> <li>1. That is 51% or more owned by Section 3 Resident(s); or</li> <li>2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or</li> <li>3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.</li> </ol>
<input type="checkbox"/> Is <b>NOT</b> a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.
<b><u>EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)</u></b>
<input type="checkbox"/> By contacting business assistance agencies, minority contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.
<input type="checkbox"/> By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by a Housing Authority.
<input type="checkbox"/> By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
<input type="checkbox"/> By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
<input type="checkbox"/> By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
<input type="checkbox"/> By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
<input type="checkbox"/> By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Business in qualifying for such bonding, financing, insurance, etc.
<input type="checkbox"/> Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
<input type="checkbox"/> By developing and using a list of eligible Section 3 Business Concerns.
<input type="checkbox"/> By actively supporting and undertaking joint ventures with Section 3 Businesses.
<b><u>EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS</u></b>
<input type="checkbox"/> By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
<input type="checkbox"/> By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
<input type="checkbox"/> By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
<input type="checkbox"/> By contacting resident councils and other resident organizations in the affected housing development request assistance in notifying residents of the training and employment positions to be filled.
<input type="checkbox"/> By arraigning interviews and conducting interviews on the job site.
<input type="checkbox"/> By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
<input type="checkbox"/> By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

**Contractor Name/Business Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Authorized Representative Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Environmental Review  
for Activity/Project that is Exempt or  
Categorically Excluded Not Subject to Section 58.5  
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

**Project Information**

**Project Name:** Sheldon Health and Services Hub

**Responsible Entity:** Harris County Texas

**Grant Recipient** (if different than Responsible Entity): NA

**State/Local Identifier:**

**Preparer:** Katherine Zayas, DR Senior Planner

**Certifying Officer Name and Title:** Daphne Lemelle, Deputy Director

**Consultant** (if applicable): NA

**Project Location:** Harris County

**Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:**

Harris County Public Health (HCPH) is launching a Health impact Community Clinical Expansion Project, utilizing mobile teams. The goal of this project is to implement a community-based health services program which includes mobile health services, new wellness centers, and health hubs to provide affordable, convenient, high quality healthcare services to Harris County residents most in need. This project consists of the renovation of the existing ROTC building on the campus of C.E. King MS at 8530 C. E. King Pkwy., Houston, TX 77044. The scope of work will include but not be limited to: Construct awning (pad square footage is approx. 5,700 SF.), Construct walls with (exit only) doors at both ends of main hallway (one double door and one single door, based on hallway width differences), Remove an estimated 4,487 SF. carpet and replace with floating flooring (floating Pergo or similar), Replace existing window with external access door (from room 309, leading out to the awning space), install/mount placard insert slots for room signage/identification, Install external signage potentially both on the exterior of the building and next to road.

**Level of Environmental Review Determination:**

- ☒ Activity/Project is Exempt per 24 CFR 58.34(a): (8) Engineering or design costs;  
☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
-

## ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

### PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

### GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

### INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

### DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

### SPECIFIC INSTRUCTIONS

#### Part I - Contract-Specific Qualifications

##### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

##### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

---

## Section C. Proposed Team.

### 9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

## Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

## Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

## Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.



25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

#### Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

#### Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

#### Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

### SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

### 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories		
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
		F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers		
C11	Community Facilities	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C12	Communications Systems; TV; Microwave		
C13	Computer Facilities; Computer Service	G06	Graphic Design
C14	Conservation and Resource Management		
C15	Construction Management	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C16	Construction Surveying	H02	Hazardous Materials Handling and Storage
C17	Corrosion Control; Cathodic Protection; Electrolysis	H03	Hazardous, Toxic, Radioactive Waste Remediation
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities	H04	Heating; Ventilating; Air Conditioning
		H05	Health Systems Planning
D01	Dams ( <i>Concrete; Arch</i> )	H06	Highrise; Air-Rights-Type Buildings
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H07	Highways; Streets; Airfield Paving; Parking Lots
D03	Desalinization ( <i>Process &amp; Facilities</i> )		
D04	Design-Build - Preparation of Requests for Proposals	H08	Historical Preservation
D05	Digital Elevation and Terrain Model Development	H09	Hospital & Medical Facilities
D06	Digital Orthophotography	H10	Hotels; Motels
D07	Dining Halls; Clubs; Restaurants	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D08	Dredging Studies and Design	H12	Hydraulics & Pneumatics
		H13	Hydrographic Surveying

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List of Experience Categories (*Profile Codes continued*)

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Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PROFESSIONAL SERVICES</td> <td style="width: 50%; padding: 2px;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
<b>23. PROJECT OWNER'S INFORMATION</b>				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

## 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**  
*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE

## 1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME			3. YEAR ESTABLISHED		4. UNIQUE ENTITY IDENTIFIER	
2b. STREET			5. OWNERSHIP			
2c. CITY						
2d. STATE		2e. ZIP CODE		b. SMALL BUSINESS STATUS		
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM (If Block 2a is a Branch Office)			
6b. TELEPHONE NUMBER		6c. EMAIL ADDRESS				
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

*The foregoing is a statement of facts.*

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

## **Funding Information**

<b>Grant Number</b>	<b>HUD Program</b>	<b>Funding Amount</b>
Grant #: B-17-DM-48-0001 / GLO Contract #: 19-147-002-B490	CDBG-DR	\$971,908.00
	<b>Total</b>	\$971,908.00

**Estimated Total HUD Funded Amount:** \$971,908.00

**This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable):** N/A

**Estimated Total Project Cost** (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$971,908.00 and leverage costs in the amount of \$150,000.00.

## **Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities**

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

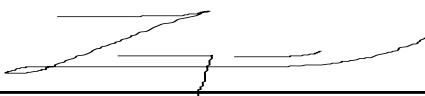
<b>Compliance Factors:</b> Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6</b>		
<b>Airport Runway Clear Zones and Accident Potential Zones</b>  24 CFR Part 51 Subpart D	Yes   No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Based on the project description, this project does not occur within any airport runway clear zones or military accident potential zones. Please refer to map of all Harris County facilities attached in Appendix A. It is compliant with the regulation.</i>
<b>Coastal Barrier Resources</b>  Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes   No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Based on the proposed project description, this project does not require a consistency determination. It is in compliance with the Act.</i>

<b>Flood Insurance</b>  Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes    No <input type="checkbox"/> <input checked="" type="checkbox"/>	<i>Based upon the proposed project description administrative and management activities do not trigger any additional flood insurance requirements. All Harris County properties are currently insured. Appendix B</i>
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**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature:  Date: 1/15/2020

Name/Title/Organization: Katherine Zayas – DR Senior Planner

Certifying Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Daphne Lemelle / Deputy Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).











EXHIBIT "B"  
TO  
PROFESSIONAL SERVICES AGREEMENT  
**COST ANALYSIS**

**END OF EXHIBIT B - COST ANALYSIS**



Harris County	Preparer	Don B. Kerl	Date	07.14.22
	Department	FPM- Design Services		
	Project Name	Sheldon Health Hub		
	Contractor Name	Huitt-Zollars		

Cost Analysis

DIRECT LABOR COSTS Job Title (Architect, Engineer, Etc)	CONTRACTOR PROPOSAL BREAKDOWN				INDEPENDENT COST ESTIMATE BREAKDOWN				COMMENTS / DETAIL
	Level of Effort (hours)	X	Total Hourly Rate	= Direct Labor Cost	Level of Effort (hours)	X	Total Hourly Rate	= Direct Labor Cost	
Principal-In-Charge (Architecture)	4	X	\$260	= \$1,040.00	20.0	X	\$275.00	= \$5,500.00	19%
Project Manager (Architecture)	24	X	\$210	= \$5,040.00	40.0	X	\$200.00	= \$8,000.00	63%
QA/QC Manager (Architecture)	10	X	\$230	= \$2,300.00		X		= \$0.00	#DIV/0!
Project Architect (Architecture)	96	X	\$165	= \$15,840.00	101.0	X	\$175.00	= \$17,675.00	90%
Architect Intern 3 (Architecture)	95	X	\$155	= \$14,725.00	150.0	X	\$75.00	= \$11,250.00	131%
Architect Intern 1/Constr Inspector (Architecture)	100	X	\$105	= \$10,500.00	72.0	X	\$112.50	= \$8,100.00	130%
Interior Designer (Architecture)	40	X	\$125	= \$5,000.00		X		= \$0.00	#DIV/0!
Principal-In-Charge (MEP)	0	X	\$270	= \$0.00		X		= \$0.00	#DIV/0!
Project Manager (MEP)	36	X	\$205	= \$7,380.00		X		= \$0.00	#DIV/0!
MEP Engineer (MEP)		X			28.0	X	\$162.50	= \$4,550.00	0%
EIT (MEP)		X			44.0	X	\$87.50	= \$3,850.00	0%
CAD Tech(MEP)		X			66.0	X	\$75.00	= \$4,950.00	0%
Mechanical Design (MEP)	55	X	\$170	= \$9,350.00		X		= \$0.00	#DIV/0!
Electrical Design (MEP)	0	X	\$170	= \$0.00		X		= \$0.00	#DIV/0!
Plumbing Design (MEP)	26	X	\$170	= \$4,420.00		X		= \$0.00	#DIV/0!
CAD Design (MEP)	0	X	\$85	= \$0.00		X		= \$0.00	#DIV/0!
Principal (Civil)	4	X	\$220	= \$880.00		X		= \$0.00	#DIV/0!
Senior Project Manager (Civil)	12	X	\$200	= \$2,400.00		X		= \$0.00	#DIV/0!
Project Manager (Civil)	24	X	\$175	= \$4,200.00		X		= \$0.00	#DIV/0!
Engineer (Civil)	10	X	\$170	= \$1,700.00	28.0	X	\$162.50	= \$4,550.00	37%
CAD Designer (Civil)	20	X	\$100	= \$2,000.00	44.0	X	\$87.50	= \$3,850.00	52%
CAD Drafter (Civil)	32	X	\$75	= \$2,400.00	66.0	X	\$75.00	= \$4,950.00	48%
Principal (Structural)	8	X	\$220	= \$1,760.00		X		= \$0.00	#DIV/0!
Project Manager (Structural)	17	X	\$175	= \$2,975.00		X		= \$0.00	#DIV/0!
EIT (Structural)		X			28.0	X	\$87.50	= \$2,450.00	0%
CAD Tech (Structural)		X			42.0	X	\$75.00	= \$3,150.00	0%
Engineer (Structural)	12	X	\$170	= \$2,040.00	14.0	X	\$162.50	= \$2,275.00	90%
BIM Designer (Structural)	12	X	\$100	= \$1,200.00		X		= \$0.00	#DIV/0!
Cost Consultant (Cost Estimator)	19	X	\$200	= \$3,800.00	24.0	X	\$125.00	= \$3,000.00	127%
Engineer (Environmental)		X		= \$0.00	40.0	X	\$125.00	= \$5,000.00	0%
Engineer (Geotechnical)		X		= \$0.00	20.0	X	\$175.00	= \$3,500.00	0%
Lab Tech (Geotechnical)		X		= \$0.00	20.0	X	\$75.00	= \$1,500.00	0%
Surveyor (Surveying)		X		= \$0.00	20.0	X	\$162.50	= \$3,250.00	0%
CAD Tech (Surveying)		X		= \$0.00	40.0	X	\$75.00	= \$3,000.00	0%
		X		= \$0.00		X		= \$0.00	#DIV/0!
TOTAL	656.0			\$100,950.00	907.0			\$104,350.00	97%

MATERIAL	Quantity	X	Per Unit Cost	Total Material Cost	Quantity	X	Per Unit Cost	Total Material Cost	Percentage of ICE	COMMENTS / DETAIL
Architectural reimbursables	1.00	X	\$1,729.75	= \$ 1,729.75	1.00	X	\$1,729.75	= \$1,729.75	100%	
MEP reimbursables	1.00	X	\$1,729.75	= \$ 1,729.75	1.00	X	\$1,729.75	= \$1,729.75	100%	
Geotechnical reimbursables	1.00	X	\$1,000.00	= \$ 1,000.00	1.00	X	\$562.50	= \$562.50	178%	Included in Consultant's Other-Misc Additional Costs DLC
Surveying reimbursables	1.00	X	\$1,000.00	= \$ 1,000.00	1.00	X	\$1,000.00	= \$1,000.00	100%	
		X		= \$ -		X		= \$0.00	#DIV/0!	
		X		= \$ -		X		= \$0.00	#DIV/0!	
		X		= \$ -		X		= \$0.00	#DIV/0!	
TOTAL				\$ 5,459.50				\$ 5,022.00	109%	

GENERAL & ADMINISTRATIVE COSTS	Amount	X	Rate	Total G&A Cost	Amount	X	Rate	Total G&A Cost	Percentage of ICE	COMMENTS / DETAIL
Admin (MEP)	32	X	\$75	= \$ 2,400.00	25.00	X	\$62.50	= \$1,562.50	154%	Anticipated lower hourly rates
Construction Administration (Civil)	16	X	\$60	= \$ 960.00		X		= \$0.00	#DIV/0!	Included in ICE's Civil Total G&A
Clerical (Civil)	15	X	\$170	= \$ 2,592.50	15.00	X	\$62.50	= \$937.50	277%	Anticipated lower hourly rates
Construction Administration (Structural)	4	X	\$60	= \$ 240.00	20.00	X	\$62.50	= \$1,250.00	19%	Anticipated lower total man-hours
Clerical (Structural)		X		= \$ -		X		= \$0.00	#DIV/0!	
Admin (Architectural)		X		= \$ -	80.00	X	\$62.50	= \$5,000.00	0%	Included in Consultant's Arch DLC
		X		= \$ -		X		= \$0.00	#DIV/0!	
		X		= \$ -		X		= \$0.00	#DIV/0!	
		X		= \$ -		X		= \$0.00	#DIV/0!	
		X		= \$ -		X		= \$0.00	#DIV/0!	
		X		= \$ -		X		= \$0.00	#DIV/0!	
TOTAL				\$ 6,193.00				\$ 8,750.00	71%	

OVERHEAD	DESCRIPTION	Total Overhead Cost	DESCRIPTION	Total Overhead Cost	Percentage of ICE	COMMENTS / DETAIL
				\$ -	#DIV/0!	
				\$ -	#DIV/0!	
				\$ -	#DIV/0!	
TOTAL		\$ -		\$ -	#DIV/0!	

OTHER	DESCRIPTION	Total Other Cost	DESCRIPTION	Total Other Cost	Percentage of ICE	COMMENTS / DETAIL
Fees and costs incurred for obtaining all federal, state and local permits and approvals		\$ 3,000.00			#DIV/0!	Included in IB+CS's Arch DLC total
Miscellaneous Additional Services		\$ 20,000.00			#DIV/0!	Included in ICE's Geotechnical & Surveying DLC total
					#DIV/0!	
TOTAL		\$ 23,000.00		\$ -	#DIV/0!	Included in ICE's Geotechnical & Surveying DLC total

SUBTOTAL	DESCRIPTION	Subtotal	DESCRIPTION	Subtotal	Percentage of ICE	COMMENTS / DETAIL
SUBTOTAL	All costs above, excluding profit	\$135,602.50	All costs above, excluding profit	\$118,122.00	115%	

PROFIT	DESCRIPTION	Total Profit	DESCRIPTION	Total Profit	Percentage of ICE	COMMENTS / DETAIL
PROFIT		\$ 9,203.00		\$ 11,812.20	78%	Anticipated profit margin due to economies of scale

TOTAL COST	Subtotal + profit	\$144,805.50	Subtotal + profit	\$129,934.20	111%	Deviations in excess of 10% must be accompanied by a written justification. I.e. percentages under 90% or over 110%

ADDITIONAL COMMENTS:


EXHIBIT "C"  
TO  
PROFESSIONAL SERVICES AGREEMENT  
**CHANGE ORDER FORM**  
[Attached behind this page]

**HARRIS COUNTY**  
**PROFESSIONAL SERVICES AGREEMENT**  
CHANGE ORDER NO. [ ]

This Change Order No. [ ] ("Change Order") is entered into this [ ] day of [ ], 20[ ] by and between Harris County ("County") and Huitt-Zollars, Inc. ("Contractor").

**RECITALS**

A. On or about [ ], 20[ ] County and Contractor executed that certain Professional Services Agreement ("Agreement").

B. The Agreement provides that the Parties may enter into a Change Order to make changes to the Scope of Services (as defined in the Agreement). The purpose of this Change Order is to authorize work on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto hereby agree

1. Pursuant to Section 1.2 (c) of the Agreement, County hereby authorizes those services listed on Exhibit "1" attached hereto and by this reference incorporated herein.

2. Section 2.1 of the Agreement is hereby amended to [increase] or [decrease] or [confirm] the amount to be paid by County to Contractor as more particularly set forth on Exhibit "1." This amount constitutes full and final compensation to Contractor for the services listed in Exhibit "1".

3. Contractor shall perform the services listed in Paragraph 1 above pursuant to the schedule set forth on Exhibit "1."

4. Except as amended or supplemented herein or in previous Change Orders, the terms and conditions of the Agreement shall remain in full force and effect. Notwithstanding the immediately preceding sentence, the Agreement shall be interpreted in a manner consistent with the intent of this Change Order.

IN WITNESS WHEREOF, County and Contractor have caused this Change Order No. [ ] to be executed as of the day and year first above written.

HUITT-ZOLLARS, INC.

HARRIS COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

HARRIS COUNTY

A. Description of Services Included, Deleted or Authorized.

C. Time to Perform Services Listed Herein.

EXHIBIT "D"  
TO  
PROFESSIONAL SERVICES AGREEMENT  
**ARCHITECT TEAM ACKNOWLEDGMENTS**

**END OF EXHIBIT D – ARCHITECT TEAM ACKNOWLEDGMENTS**



## **EXHIBIT D: ARCHITECT TEAM ACKNOWLEDGMENTS**

1. The following is the group of providers selected to perform the obligations described in the Agreement.
2. If any firm listed below actively holds certification in any of the following categories, that information shall be identified in the table under "Special Designation" Box:
  - **MWBE** (Minority and Women Owned Business Enterprise)
  - **SBC** (Small Business Enterprise)
  - **HUB** (Historically Underutilized Business)
  - **DBE** (Disadvantaged Business Enterprise )
3. Also, all contract values must be identified in the table under "Contract Value".

<b>Responsibility</b>	<b>Firm</b>	<b>Special Designation</b>	<b>Contract Value</b>
<b>Prime – Programming, Architecture, Interior Design</b>	<b>Huitt-Zollars, Inc.</b>		<b>\$64,809</b>
<b>MEP Engineer</b>	<b>Teliosity, LLC</b>	<b>HUB – State of Texas MWBE – City of Houston</b>	<b>\$21,000</b>
<b>Structural &amp; Civil Engineer</b>	<b>Dally+Associates, Inc.</b>	<b>MBE – City of Houston SBC – Port of Houston Authority HUB – State of Texas DBE – City of Houston</b>	<b>\$27,500</b>
<b>Cost Estimator</b>	<b>Project Cost Resources</b>	<b>WBE – City of Houston SBC – Port of Houston Authority HUB – State of Texas</b>	<b>\$3,000</b>

Percent of contract in dollars allocated to (MWBE, SBC, HUB or DBE) Consultants 44.28 %.

- The Consultant understands that it is solely responsible and liable to the County for the completion of all obligations under the Agreement.
- If the contract value of the subconsultant fee(s) are modified from the original amount, it must be approved by the Engineering Department's MWBE, SBC, HUB or DBE Compliance Officer.



EXHIBIT "E"  
TO  
PROFESSIONAL SERVICES AGREEMENT  
**FEDERAL REGULATIONS**

During the performance of the Agreement, Contractor shall comply with all applicable federal laws and regulations including but not limited to the following:

1. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**
  - (A) Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.
2. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**
  - (A) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
  - (B) Affirmative steps shall include:
    - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
    - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
    - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by County.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). The status of a firm may be found at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

3. **COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

Costs under this Agreement must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403.

4. **ACCESSIBILITY (24 C.F.R. 570.487(e) and 570.614)**

Contractor warrants that all services, programs, and/or construction, including design and alteration, under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (Appendix A to 24 C.F.R. Part 40 and Appendix A to 41 C.F.R. Part 101-19, subpart 101-19.6), the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), the Texas Architectural Barriers Act (TABAA), the Architectural Barriers (AB) Rules, and the Texas Accessibility Standards (TAS).

5. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)**

- (A) Appendix II to Part 200 (A): Section 4.1 of this Agreement includes administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the Agreement.
- (B) Appendix II to Part 200 (B): Section 4.1 of this Agreement includes provisions for termination for cause or convenience by County, including the manner by which it will be effected and the basis for settlement.
- (C) Appendix II to Part 200 (C): Except as otherwise provided under 41 C.F.R. Part 60, Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:
  - (i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by County setting forth the provisions of this nondiscrimination clause.

- (ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- (iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- (iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (viii) Contractor will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (D) Appendix II to Part 200 (D): When required by Federal program legislation, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Agreement. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.
- (E) Appendix II to Part 200 (D): Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Contractor shall include this provision in all contracts between itself and

any subcontractors in connection with the services performed under this Agreement.

- (F) Appendix II to Part 200 (E): If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (G) Appendix II to Part 200 (F): If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the awarding agency. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (H) Appendix II to Part 200 (G): If this Agreement is in excess of \$150,000, or if at any time during the contract term funding to contract exceeds \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
  - (i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

- (ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.
- (I) Appendix II to Part 200 (H): Contractor shall comply with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Agreement.
- (J) Appendix II to Part 200 (I): A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
  - (i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - (ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - (iii) This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify County in writing immediately if



Contractor or its subcontractors are not in compliance during the term of this Agreement.

- (v) If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Harris County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (K) Appendix II to Part 200 (J) and 24 C.F.R. § 570.303: If this Agreement is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (L) Appendix II to Part 200 (K) and 2 C.F.R. § 200.322: Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. **SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968 (24 C.F.R. § 24 CFR 570.487(d) and 570.607(b); 24 C.F.R. § 135)**

- (A) In accordance with 24 C.F.R. § 570.607(b), the Services under this Agreement are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area

of the project. Regulations for implementing the Section 3 clause are contained in 24 C.F.R. § 135, as amended.

- (B) For any HUD-funded contract with an anticipated value in excess of \$100,000, the Agreement shall be considered a covered transaction for purposes of compliance with the Section 3 Act of 1968. If applicable under 24 C.F.R. § 135.3, then pursuant to 24 C.F.R. § 135.38, Contractor shall comply with the following Section 3 Clause:
- (i) The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - (ii) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. § 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - (iii) Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - (iv) Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. § 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. § 135. Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. § 135.
  - (v) Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. § 135 require employment opportunities to be



directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. § 135.

- (vi) Noncompliance with HUD's regulations in 24 C.F.R. § 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (vii) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Contractor agrees to assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. The Contractor agrees to post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 C.F.R. Part 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires);
- 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction (including design) contracts are awarded to Section 3 Business Concerns.

Contractor shall be responsible for updating its Section 3 Hiring & Subcontracting Plan, as necessary, over the course of the Agreement.

## **7. CONFLICT OF INTEREST (2 C.F.R. § 200.112)**

Pursuant to 2 C.F.R. § 200.112, the non-Federal entity must establish conflict of interest policies for Federal awards. Contractor must disclose in writing any potential conflict of interest to Harris County in accordance with applicable policy.

Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

**8. ACCESS TO RECORDS (2 C.F.R. § 200.336)**

This Agreement is a covered transaction for purposes of 2 C.F.R. § 200.336. Contractor is required to comply with Access to Records requirements pursuant to Section 3.3 of this Agreement. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing providing Harris County, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, United States Department of Homeland Security, United States Department of Housing and Urban Development, the FEMA Administrator, the State of Texas, and the Texas General Land Office or any of their authorized representatives access to records, accounts, documents, and information pertaining to the work being completed under this Agreement.

**9. FLOOD DISASTER PROTECTION ACT OF 1973 (24 C.F.R. § 570.605)**

Contractor must comply with the provisions in 24 C.F.R. § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), as amended, and the regulations in 44 C.F.R. Parts 59-79, which require that property owners purchase flood insurance for buildings located within Special Flood Hazard Areas (SFHA), when Federal financial assistance is used to acquire, repair, improve, or construct a building.

**10. FAIR LABOR STANDARDS ACT OF 1938**

Contractor must comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this Agreement. The Fair Labor Standards Act (FLSA) establishes the basic minimum wage levels for all work and requires the payment of overtime at the rate of at least one and one-half times the basic hourly rate of pay for hours worked in excess of 40 per week.

The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of

the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended. The Fair Labor Standards Act (FLSA) may apply even if the Davis-Bacon and Related Acts (DBRA) or Contract Work Hours and Safety Standards Act (CWHSSA) do not apply.

**11. LEAD-BASED PAINT (24 C.F.R. § 570.487(c) and 570.608)**

Any construction or rehabilitation of structures containing residential units for work performed under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. 570.608, and 24 CFR Part 35, Subpart B. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Contractor must comply with the provisions found in 24 C.F.R. § 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856), and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for any work which relates to residential structures.

**12. GREEN BUILDING STANDARDS**

Pursuant to Federal Register / Vol. 81, No. 117 / Friday, June 17, 2016 / Notices, Contractor must meet the Green Building Standards for (i) All new construction of residential buildings and (ii) all replacement of substantially damaged residential buildings. Replacement of residential buildings may include reconstruction (i.e., demolishing and rebuilding a housing unit on the same lot in substantially the same manner) and may include changes to structural elements such as flooring systems, columns, or load bearing interior or exterior walls.

Harris County shall require that Contractor meet an industry-recognized standard that has achieved certification under at least one of the following programs: (i) ENERGY STAR (Certified Homes or Multifamily High-Rise), (ii) Enterprise Green Communities; (iii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), (iv) ICC-700 National Green Building Standard, (v) EPA Indoor AirPlus (ENERGY STAR a prerequisite), or (vi) any other equivalent comprehensive green building program.

At a minimum, Contractor must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction of residential housing, including design. When a contract is funded, in whole or in part, by HUD funding, Contractor must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to specific measures for water conservation, energy efficiency, and indoor air quality.

**13. NON-COLLUSION (THE SHERMAN ANTITRUST ACT OF 1890)**

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party,

competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor is expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

**14. HOLD HARMLESS**

Contractor shall indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation for Bids. Certification of such coverage must be provided to the County upon request.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

**15. SEALS, LOGOS, AND FLAGS**

Contractor shall not use any Federal, State, or local government agency seal, logo(s), crest, or reproduction of flags or likeness of agency officials without expressed, specific agency pre-approval in writing.

**END OF EXHIBIT E – FEDERAL REGULATIONS**

EXHIBIT "F"  
TO  
PROFESSIONAL SERVICES AGREEMENT  
  
**INSURANCE REQUIREMENTS**

1. Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to Harris County ("County") that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to County that the subcontractor has secured all insurance required under this Section.
2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement, or as otherwise provided herein, insurance naming the County as an additional insured against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
  - (A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of Texas and Employer's Liability Insurance; (4) *Umbrella/Excess Liability*; and (5) *Professional Liability/Errors and Omissions Liability Insurance* appropriate to their profession. The policies shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26); or (2) cross liability for claims or suits by one insured against another.
  - (B) Minimum Limits of Insurance. Contractor and all subcontractors shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1 million per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation in not less than statutory limits, Employer's

Liability limits of \$1 million per accident for bodily injury or disease; (4) Umbrella/Excess Liability: \$1,000,000 per occurrence and aggregate; and (4) *Professional Liability/Errors and Omissions*: an amount not less than \$1 million per occurrence or claim and in the aggregate. All subcontractors shall have professional liability insurance with the same limits (Additional requirements for Professional Liability/Errors and Omissions Insurance written on a "claims made" basis are set forth below.) County reserves the right to require a project-specific endorsement. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

- (C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with County. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with County evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, County has the right but not the duty to obtain the insurance it deems necessary and any premium paid by County will be promptly reimbursed by Contractor or County may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, County may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by County to add the following provisions to the insurance policies:

- (A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, County, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects County, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County, before County's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by County, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.
- (B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) County, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the



ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects County, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by County, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

- (C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against County, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.
- (D) Umbrella/Excess Liability. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
  - (i) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; Pay on behalf of wording as opposed to reimbursement;
  - (ii) Pay on behalf of wording as opposed to reimbursement;
  - (iii) Concurrence of effective dates with primary policies; and
  - (iv) Policies shall "follow form" to the underlying primary policies; and
  - (v) Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- (E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:
  - (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by mail has been given to County.
  - (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to County and any other additional insureds.
  - (iii) standard separation of insureds provisions.

- (iv) no special limitations on the scope of protection afforded to County, its directors, officials, officers, employees, agents, and volunteers.
  - (v) waive any right of subrogation of the insurer against County, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against County and any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- 4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by County. Contractor shall guarantee that, at the option of County, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- 5. Claims Made Policies. Claims made policies are not acceptable for any insurance other than Professional Liability insurance. In addition to the requirements above, for any claims made policy:
  - (A) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - (B) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - (C) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to County that the subcontractors have secured all insurance required under this Section. If requested by Contractor, County may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and County shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.
- 7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in Texas, and satisfactory to County.
- 8. Verification of Coverage. Contractor shall furnish County with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to County. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by County before work



commences. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Reservation of Rights. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

**END OF EXHIBIT F - INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2022

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231		<b>CONTACT NAME:</b> Stacy Brimer <b>PHONE (A/C, No, Ext):</b> 972-770-1689 <b>E-MAIL ADDRESS:</b> Stacy.Brimer@MarshMMA.com <b>FAX (A/C, No):</b> 972-376-8108		
<b>INSURED</b> Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Hartford Casualty Insurance Company		29424
		<b>INSURER B:</b> Federal Insurance Company		20281
		<b>INSURER C:</b> Hartford Underwriters Insurance Company		30104
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

**COVERAGES****CERTIFICATE NUMBER:** 1897925833**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			46UUNOL5275	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1,000 <input checked="" type="checkbox"/> Comp \$1,000			46UENOL5276	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46XHUOL5274	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			46WEOL6H1G	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Hired Car Physical Dam: \$100,000			46UENOL5276	9/1/2022	9/1/2023	Hired PD Comp/Coll	Ded \$100/\$1,000
B	Employee Theft			82241508	9/1/2022	9/1/2023	Employee Theft	Limit: \$1,000,000
A	Valuable Papers			46UUNOL5275	9/1/2022	9/1/2023	Included in BPP Limit	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.  
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.  
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 03/12 applies to the Automobile Liability policy.  
Waiver of subrogation form #HA9916 edition 03/12 applies to the Automobile Liability policy.  
Primary & Non-Contributory Auto Liability form #HA9916 edition 03/12.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Harris County  
1111 Fannin Street, 11th Floor  
Houston TX 77002

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

AUTHORIZED REPRESENTATIVE

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# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of subrogation form #WC00 edition 03/13 and #WC04 edition 03/06 and #WC420304B applies to the Workers Compensation policy.

Additioanl Insured form #XL0003 edition 09/16 applies to the Umbrella policy.

Waiver of Subrogation form #XL0003 edition 09/16 applies to the Umbrella policy.

Umbrella is follow form pursuant to form #XL0003 edition 09/16

Notice of Cancellation form #IH0307 edition 6/11 applies to the General Liability policy.

Notice of Cancellation form #WC99 edition 03/94 and #WC990531 applies to the Workers Compensation policy.

Notice of Cancellation form #IH0307 edition 6/11 applies to the Umbrella Liability policy.

Notice of Cancellation form IH0307 edition 06/11 applies to the Auto Liability policy.

The General Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Auto Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Umbrella policy includes additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Umbrella policy includes waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Auto Liability, Worker's Compensation and Umbrella Liability policies include a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

RE: HZ R314949.01

Certificate Holder Includes: Harris County, its elected officials, directors, officers, employees, volunteers and agents.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF THE DECLARATIONS -  
ADDITIONAL PERSONS OR ORGANIZATIONS  
DESIGNATED AS NAMED INSUREDS

HUITT-ZOLLARS INC  
DFW CONSTRUCTION MANAGEMENT PARTNERS A TEXAS JOINT VENTURE  
COON ENGINEERING INC  
MORRIS ARCHITECTS INC  
HUITT-ZOLLARS/THOMPSON ENGINEERING  
CUNINGHAM & MORRIS A JOINT VENTURE  
HOSKIN-RYAN CONSULTANTS INC  
HZJV, A Joint Venture

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS**

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

HUITT ZOLLARS INC  
HUITT-ZOLLARS INC  
DFW CONSTRUCTION MANAGEMENT PARTNERS A TEXAS JOINT VENTURE  
COON ENGINEERING INC  
MORRIS ARCHITECTS INC  
HUITT-ZOLLARS/THOMPSON ENGINEERING  
CUNINGHAM & MORRIS A JOINT VENTURE  
HOSKIN-RYAN CONSULTANTS INC  
HZJV, A JOINT VENTURE



## EXTENSION OF THE INFORMATION PAGE - ITEM 1 - NAMED INSURED

**Policy Number:** 46 WE OL6H1G

**Effective Date:** 09/01/22      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** HUITT ZOLLARS, INC.  
5430 LBJ FWY STE 1500  
DALLAS TX 75240

Item 1 of the Information Page is completed to include as named insured:

**Named Insured :** HZJV, A Joint Venture

**State ID :** Not Applicable

**FEIN :** 20-4087807

**DBA Name**

Not Applicable

**Named Insured :** Huitt-Zollars/Thompson Engineering A JV

**State ID :** Not Applicable

**FEIN :** 26-2118777

**DBA Name**

Not Applicable

**Named Insured :** Cuningham + Morris, A Joint Venture

**State ID :** Not Applicable

**FEIN :** 47-5015554

**DBA Name**

Not Applicable

**Named Insured :** Hoskin-Ryan Consultants, Inc.

**State ID :** Not Applicable

**FEIN :** 86-0912779

**DBA Name**

Not Applicable

**Named Insured :** MORRIS ARCHITECTS, INC.

**State ID :** Not Applicable

**Form WC 99 03 65** Printed in U.S.A.

**FEIN :** 76-0199271

**DBA Name**

Not Applicable

**Named Insured :** COON ENGINEERING, INC.

**State ID :** Not Applicable

**FEIN :** 73-1225110

**DBA Name**

Not Applicable

**Named Insured :** HUITT ZOLLARS, INC.

**State ID :** Not Applicable

**FEIN :** 75-1500178

**DBA Name**

Not Applicable

**Named Insured :** DFW CONSTRUCTION MANAGEMENT PARTNERS, A TEXAS JOINT VENTURE

**State ID :** Not Applicable

**FEIN :** 45-3111369

**DBA Name**

Not Applicable

**POLICY NUMBER:** 46 XHU OL5274

**Effective:** 09/01/2022



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS**

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

HUITT ZOLLARS INC  
HUITT-ZOLLARS INC  
DFW CONSTRUCTION MANAGEMENT PARTNERS A TEXAS JOINT VENTURE  
COON ENGINEERING INC  
MORRIS ARCHITECTS INC  
HUITT-ZOLLARS/THOMPSON ENGINEERING  
CUNINGHAM + MORRIS, A JOINT VENTURE  
HOSKIN-RYAN CONSULTANTS INC  
HZJV, A JOINT VENTURE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

EACH CONSTRUCTION PROJECT, INDIVIDUALLY AND SEPARATELY, OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Named Insured: Huitt-Zollars, Inc.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT - DEFINITION OF INSURED CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designation of Contracts:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any contract shown in the Schedule, the first subparagraph of Paragraph **f.** of the definition of "insured contract" in the **Definitions** Section is replaced by the following:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
  - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
  - (b) Any health or therapeutic service, treatment, advice or instruction; or
  - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
  - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
  - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2) Any loss, cost or expense arising out of any:**

- (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 51 feet long; and
  - (b)** Not being used to carry persons for a charge;
- (3)** Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5)** "Bodily injury" or "property damage" arising out of:
  - (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6)** An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war;
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:



- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**w. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

### (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally



undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **SECTION III – LIMITS OF INSURANCE**

#### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### **2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

#### **3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### **4. Personal And Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### **5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

**b. Medical expenses under Coverage C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a.** The limits of insurance specified in the written contract or written agreement; or
- b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

**1. "Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

**2. "Advertising idea"** means any idea for an "advertisement".

**3. "Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**4. "Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**5. "Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

**6. "Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**7. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**8. "Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

**9. "Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**10. "Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.



**11. "Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

**12. "Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**14. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**19. "Products-completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-



completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**23. "Volunteer worker" means a person who**

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Named Insured: Huitt-Zollars, Inc.

COMMERCIAL AUTOMOBILE  
HA 99 16 03 12

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:



We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.





## UMBRELLA LIABILITY POLICY PROVISIONS

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford Financial Services Group Inc. shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meaning. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

### SECTION I - COVERAGES

#### INSURING AGREEMENTS

##### A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV – LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT.**

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
  - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
  - b. Prior to the "policy period", no insured listed under Paragraph **A.** of Section **III – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "policy period", that

the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph **A.** of Section **III – Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

##### B. Exclusions

This policy does not apply to:

###### 1. Pollution

Any obligation:

- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
  - i. By reason of any such claim or suit or any such injury or damage; or
  - ii. In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;

- c. Irritants; or
  - d. Toxic substances;
- Including:
- Smoke;
  - Vapors;
  - Soot;
  - Fumes;
  - Acids;
  - Alkalies;
  - Chemicals, and
- Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

#### EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception b. does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is :
  - (a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

- (b) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (c) Being stored, disposed of, treated or processed in or upon any "auto";
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
  - (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- a. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- b. The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any following equipment:
  - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment; and
  - ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto"

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covered by the "underlying insurance" if:

- a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto", and
- b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

### 2. Workers Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 3. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

### 4. Personal And Advertising Injury

This policy does not apply to "personal and advertising injury".

#### EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage provided under this policy apply to any claim or "suit" to which "underlying insurance" does not apply.

Any coverage restored by this **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

### 5. Underlying Insurance

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

### 6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, operation,

maintenance, use, entrustment to others, loading or unloading of any aircraft:

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

### 7. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, loading or unloading of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- a. Watercraft you do not own that is:
  - (1) Less than 51 feet long, and
  - (2) Not being used to carry persons or property for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

### 8. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or

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- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**9. Damage To Property**

"Property damage" to property you own.

**10. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**11. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**12. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**13. Recall Of Products, Work Or Impaired Property**

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect,

deficiency, inadequacy or dangerous condition in it.

**14. Expected Or Intended**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**15. Employer Liability**

Coverage afforded any of your "employees" for "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;
- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee".
- c. To you or, any of your partners or members, (if you are a partnership, joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs a. and b. of this exclusion apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

**EXCEPTION**

Subparagraphs a. and b. of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Schedule of Underlying Insurance Policies.

**16. Property Damage To Employee's Property**

Coverage afforded any of your "employees" for "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company).

### 17. Uninsured Or Underinsured Motorists

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

Unless this policy is endorsed to provide such coverage.

### 18. Employment Practices Liability

- a. Any injury or damage to:
  - (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment; or
    - (c) Employment-related practices, policies, acts or omissions, such as but not limited to: coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
  - (2) The spouse, child, parent, brother or sister of that person, as a consequence of any injury or damage to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- i. Whether the injury-causing event described in part (1) above occurs before employment, during employment or after employment of that person;
- ii. Whether the "insured" may be liable as an employer or in any other capacity; and
- iii. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

### 19. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

### 20. Asbestos

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

### 21. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or loading or unloading of any "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

### 22. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit

monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

### 23. Limited Underlying Coverage

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. an "underlying insurance" policy or policies specifically provides coverage; but
- b. because of a provision within the "underlying insurance" such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Schedule of Underlying Insurance Policies.

### 24. Recording And Distribution Of Material Or Information In Violation Of Law

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending,

transmitting, communicating or distribution of material or information.

## SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT

- A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period",

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;
2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all court costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits," are not subject to the "self-

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insured retention" and are payable in addition to any applicable limit of insurance.

The "Insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B.** You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.
- C.** We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

### SECTION III - WHO IS AN INSURED

**A.** If you are doing business as:

1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
3. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

**B.** Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than your "executive officers" (if you are an

organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:

- a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
  - b. Only if such "volunteer workers" or "employees" are insureds under "underlying insurance" with limits of liability no less than stated in the Schedule of Underlying Insurance Policies, subject to all the coverage, terms, conditions and limitations of such "underlying insurance".
- 2.** Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
  - b. Unless limits of liability specified in such written contract, written agreement or permit is greater than the limits shown for "underlying insurance"; or
  - c. Beyond the period of time required by the written contract or written agreement.
- 3.** Any person or organization having proper temporary custody of your property if you die, but only:
- a. With respect to liability arising out of the maintenance or use of that property; and
  - b. Until your legal representative has been appointed.
- 4.** Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.
- C.** With respect to "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".
- D.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no

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other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
  2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- E. Each person or organization, not included as an "insured" in Paragraphs A., B., C., or D., who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

### SECTION IV - LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made or "suits" brought;
  3. Persons or organizations making claims or bringing "suits"; or
  4. Coverages under which damages are covered under this policy.
- B. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":

1. Because of injury or damage included within the "products-completed operations hazard";
  2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
  3. Because of "bodily injury" and "property damage" arising out of the ownership, operations, maintenance, use, entrustment to others, loading or unloading of any "auto".
- C. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".
- D. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
- E. Subject to B., C., or D above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
- F. Our obligations under this insurance end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
- G. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

### SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

- A. The insurance does not apply:
1. To "bodily injury" or "property damage":
    - a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - b. Resulting from the "hazardous properties" of "nuclear material" and



**Named Insured: Huitt-Zollars, Inc.**

with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:**

- a.** The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- b.** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- c.** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **c.** applies only to "property damage" to such "nuclear facility" and any property thereat.

**B. As used in this exclusion:**

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear

facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (1)** Any "nuclear reactor";
- (2)** Any equipment or device designed or used for **(a)** separating the isotopes of uranium or plutonium, **(b)** processing or utilizing "spent fuel," or **(c)** handling, processing or packaging "waste";
- (3)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

**SECTION VI - CONDITIONS**

**A. Premium**

All premiums for this policy shall be computed in accordance with Item 5 of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations shall become due and payable by such Named Insured.

If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.

**B. Inspection And Audit**

We shall be permitted but not obligated to inspect your property and operations at any

**Named Insured: Huitt-Zollars, Inc.**

time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

**C. Duties In The Event Of Occurrence, Claim Or Suit**

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
  - a. You or any additional insured that is an individual;
  - b. Any partner, if you or an additional insured are a partnership;
  - c. Any manager, if you or an additional insured are a limited liability company;
  - d. Any "executive officer" or insurance manager, if you or an additional insured are a corporation;
  - e. Any trustee, if you or an additional insured is a trust; or
  - f. Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- a. How, when and where the "occurrence" took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any insured, you must:
    - a. Immediately record the specifics of the claim or "suit" and the date received; and
    - b. Notify us in writing as soon as practicable if the claim is likely to

exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.

3. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies";
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - d. Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.
4. No insured will, except at that insured's own cost, make or agree to any settlement for a sum in excess of:
  - a. The total limits of "underlying insurance"; or
  - b. The "self-insured retention" if no "underlying insurance" applies without our consent.
5. No insureds will, except at that insured's own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

**D. Assistance And Cooperation Of The Insured**

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and
2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

**E. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

Named Insured: Huitt-Zollars, Inc.

- b. To sue us on this policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but, we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### F. Appeals

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention," we may elect to make such appeal, at our cost and expense.

If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;
  2. Disbursements; and
  3. Additional interest incidental to such appeal;
- But in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and
- c. Any increase in damages over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

#### G. Other Insurance

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;
2. Contributing;
3. Excess; or
4. Contingent.

#### H. Transfer Of Rights Of Recovery Against Others To Us

##### 1. Transfer Of Rights Of Recovery

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- a. Recoveries shall be applied to reimburse:

- (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
- (2) Second, us, along with any other insurers having a quota share interest at the same level;
- (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- b. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

##### 2. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the "insured" has waived any rights of recovery against any person or organization for all or part of any payment we have made under this policy, we also waive that right, provided the "insured" waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

#### I. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

Named Insured: Huitt-Zollars, Inc.

**J. Separation Of Insureds**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**K. Maintenance Of Underlying Insurance**

Policies affording in total the coverage and limits stated in the Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
2. Termination of part or all of one or more of the policies of "underlying insurance";
3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

**L. Cancellation**

1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named

Insured first shown in the Declarations or by us will be equivalent to mailing.

4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

**M. Non-Renewal**

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of non-renewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

**N. Workers' Compensation Agreement**

With respect to "bodily injury" to any officer or other employee arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other employee automatically terminates at the same time.

**O. Bankruptcy Or Insolvency**

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

**P. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Schedule Of Underlying Insurance Policies are accurate and complete;
- c. The statements in a. and b. are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

## SECTION VII - DEFINITIONS

**Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.**

**"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**"Covered pollution cost or expense"** means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
  - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
  - b. Otherwise in the course of transit by or on behalf of the "insured"; or
  - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**"Damages"** include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

"Damages" do not include:

1. Fines;
2. Penalties; or
3. Damages for which insurance is prohibited by the law applicable to the construction of this policy.

Subject to the foregoing, "damages" include damages for any of the following which result at any time from "bodily injury" to which this policy applies:

1. Death;
2. Mental anguish;
3. Shock;
4. Disability; or
5. Care and loss of services or consortium.

**"Insured"** means any person or organization qualifying as an insured in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

**"Occurrence"** means

1. With respect to "bodily injury" or "property damage": an accident, including continuous or

**Named Insured: Huitt-Zollars, Inc.**

repeated exposure to substantially the same general harmful conditions, and

2. With respect to "personal and advertising injury": an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

**"Policy period"** means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

**"Self-insured retention"** means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

**"Underlying insurance"** means the insurance policies listed in the Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance." The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 46 WE OL6H1G

**Endorsement Number:**

**Effective Date:** 09/01/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** HUITT ZOLLARS, INC.

1717 MCKINNEY AVE STE 1400  
DALLAS TX 75202

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 46 WE OL6H1G

**Endorsement Number:**

**Effective Date:** 09/01/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** HUITT ZOLLARS, INC.

1717 MCKINNEY AVE STE 1400  
DALLAS TX 75202

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

**Policy Number:** 46 WE OL6H1G

**Endorsement Number:**

**Effective Date:** 09/01/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** HUITT ZOLLARS, INC.

1717 MCKINNEY AVE STE 1400

DALLAS TX 75202

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### **Schedule**

1.    ☐    Special Waiver  
         Name of person or organization  
  
      ☒    Blanket Waiver  
         Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2.    Operations:  
      All Texas Operations
3.    Premium:  
      The premium charge for this endorsement shall be   2   percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4.    Advance Premium:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 46 WE OL6H1G

**Endorsement Number:**

**Effective Date:** 09/01/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** HUITT ZOLLARS, INC.

1717 MCKINNEY AVE STE 1400  
DALLAS TX 75202

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 46 WE OL6H1G

**Endorsement Number:**

**Effective Date:** 09/01/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** HUITT ZOLLARS, INC.

1717 MCKINNEY AVE STE 1400  
DALLAS TX 75202

This policy is subject to the following additional Condition:

- A. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

EXHIBIT "G"  
TO  
PROFESSIONAL SERVICES AGREEMENT  
**INFORMATION SECURITY**

1. GLO INFORMATION SECURITY

(A) Definitions

- (i) "Breach of Security" or "Breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.
- (ii) "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(1).
- (iii) "Sensitive Personal Information" or "SPI" means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

(B) Security and Privacy Compliance

- (i) Contractor shall keep all PII and SPI received or generated under the Agreement and any documents related thereto strictly confidential.
- (ii) Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- (iii) Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI 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.
- (iv) County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Agreement and documents related thereto. County shall ensure that the requirements stated herein are imposed on any subcontractor of Contractor's subcontractor(s).
- (v) Contractor will not share PII or SPI with any third parties, except as necessary for Contractor's performance under the Agreement.
- (vi) Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create,

collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of County. Contractor agrees to maintain and, upon request, provide documentation of training completion.

- (vii) Any PII or SPI maintained or stored by Contractor or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

(C) Data Ownership

- (i) The Texas General Land Office ("GLO") shall retain full ownership of all data, including PII and SPI, provided to Contractor by County or the GLO.
- (ii) Upon expiration or termination of the Agreement, Contractor shall promptly return to County and/or the GLO all County-owned or GLO-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of County-owned or GLO-owned data. If such return is infeasible, as mutually determined by County and the GLO and Contractor, the obligations set forth in this Section, with respect to County-owned or GLO-owned data, shall survive termination of the Agreement and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section, County or the GLO may direct Contractor to destroy any County-owned or GLO-owned data in Contractor's possession. Any such destruction shall be verified by Contractor and County and/or the GLO.

(D) Data Mining

- (i) Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by County in the Agreement or any document related thereto.
- (ii) Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

(E) Breach of Security

- (i) Contractor agrees to provide County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- (ii) Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written

preliminary report regarding the Breach or suspected Breach to County with root cause analysis including a log detailing the data affected.

- (iii) The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at [brandon.rogers@glo.texas.gov](mailto:brandon.rogers@glo.texas.gov).
- (iv) Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- (v) If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

(F) Right to Audit

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

**END OF EXHIBIT G – INFORMATION SECURITY**

ORDER OF COMMISSIONERS COURT  
Authorizing Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, 2022 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN HARRIS COUNTY AND  
HUITT-ZOLLARS, INC.**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**IT IS ORDERED** that County Judge is hereby authorized to execute on behalf of Harris County, an Agreement with Huitt-Zollars, Inc. Professional Architectural and/or Engineering Services to provide a Design and Build-Out of a Health Hub for Sheldon Independent School District in an amount not to exceed \$144,805.50. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.