

AN AGREEMENT  
BY AND BETWEEN  
THE COMMISSION TO REBUILD TEXAS  
AND WITT O'BRIEN'S, LLC

This emergency Services Agreement ("Agreement") is entered into and effective September 18, 2017 (the "Effective Date"), by and between The Commission to Rebuild Texas, an instrumentality of the state of Texas created by Governor's Proclamation dated September 7, 2017 (hereafter referred to as "COMMISSION"), and WITT O'BRIEN'S, LLC (hereafter referred to as "PROVIDER") pursuant to the Presidential Major Disaster Declaration for Texas Hurricane Harvey (DR-4332), dated August 25, 2017, as amended, the Texas Governor's Disaster Proclamation, dated August 23, 2017, as amended, the Texas Governor's Proclamation establishing the Commission, dated September 7, 2017. COMMISSION and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively).

COMMISSION and PROVIDER hereby agree as follows:

**1. SCOPE OF WORK**

PROVIDER will work with COMMISSION to provide services as outlined in Exhibit A, attached hereto.

Either the COMMISSION or PROVIDER can request changes to the scope, method, or schedule of the Scope of Work identified in Exhibit A or price identified in Exhibit B; however, neither shall be effective until agreed to by both parties in writing, evidenced by a written amendment to this Agreement.

**2. TERM OF THE AGREEMENT**

The initial term of this Agreement shall begin upon the final execution of the Agreement and will extend for thirty (30) days. This Agreement can be extended for two (2) additional 30-day terms upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by COMMISSION and negotiated in writing with the PROVIDER.

**3. PAYMENT TERMS**

- A. Funding for this Agreement is appropriated under, but not contingent upon, the Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56) enacted on September 8, 2017, as amended, to facilitate disaster recovery in areas affected by Hurricane Harvey, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Agreement must be made in accordance with this Agreement, the rules and regulations promulgated under the FEMA Public Assistance Program, and any other applicable laws, including but not limited to those listed in Exhibit F. Further, PROVIDER acknowledges that all funds are

subject to recapture and repayment for non-compliance pursuant to Section 3(G) below.

- B. The payment rate schedule is attached as Exhibit B and made a part of this Agreement.
- C. PROVIDER can invoice COMMISSION monthly for the Scope of Work identified in Section 1. For reimbursement of travel expenses, PROVIDER'S invoice(s) must include supporting documents. Payment will be made to PROVIDER upon approval of such invoice by COMMISSION. In general, COMMISSION will, unless a discount has been granted for immediate payment, make payment on a properly prepared and submitted invoice within thirty (30) days of the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law.
- D. Business-related travel, lodging and/or meal expenses will be reimbursed by COMMISSION according to the State of Texas rates, rules, and regulations (<http://www.window.state.tx.us//procurement/prog/stmp/>). PROVIDER is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

If the PROVIDER's place of business is located more than 60 miles from the job site, then a round trip fixed-price charge of \$120 per trip will be allowed, regardless of the number of people in a vehicle(s) and of the time it takes to reach the site. This is to help offset personnel travel time which is NOT chargeable. If PROVIDER's place of business is located closer than 60 miles to the job site, a round trip charge will not be allowed. Mileage reimbursement still applies in either case.

Overtime and holidays will be paid at straight time.

- E. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to COMMISSION a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;  
<https://www.COMMISSION.edu/business/budgets-and-accounting/accounting/general/>.
- F. All invoices must reference the COMMISSION purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

- G. **Recapture of Funds.** PROVIDER shall conduct, in a good and workmanlike manner, the Scope of Work as set forth in the Agreement. The discretionary right of the COMMISSION to terminate for convenience under SECTION 4 notwithstanding, the COMMISSION shall have the right to terminate the Agreement and to recapture, and be reimbursed for any payments made by the COMMISSION: (i) that exceed the maximum allowable FEMA/DHS rate; (ii) that are not allowed under applicable laws, rules, and regulations, including but not limited to those listed in Exhibit F; or (iii) that are otherwise inconsistent with this Agreement, including any unapproved expenditures.
- H. **Overpayment.** PROVIDER shall be liable to COMMISSION for any costs determined to have been overpaid under this Agreement pursuant to financial and/or compliance audit(s) of funds received hereunder. PROVIDER further understands and agrees that reimbursement of such overpaid funds shall be paid by PROVIDER from funds which were not provided or otherwise made available to PROVIDER under this Agreement.

#### 4. **DEFAULT AND TERMINATION**

- A. **Termination for Convenience.** The COMMISSION reserves the right to terminate this Agreement, or any part hereof, for its sole convenience upon seven (7) days prior written notice to PROVIDER. In the event of such termination, the PROVIDER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Agreement, the PROVIDER shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the PROVIDER can demonstrate to the reasonable satisfaction of the COMMISSION using its standard record keeping system, have resulted from the termination. The PROVIDER shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- B. **Termination for Cause.** The COMMISSION may terminate this Agreement, or any part hereof, for cause in the event of any default by the PROVIDER, or if the PROVIDER fails to comply with any contract terms and conditions, or fails to provide the COMMISSION, upon request, with adequate assurances of future performance, which, in each case, is not remedied by PROVIDER within 5 days after receiving written notice from the COMMISSION. In the event of termination for cause, the COMMISSION shall not be liable to the PROVIDER for any amount for supplies or services not furnished in accordance with the terms of this Agreement, and the PROVIDER shall be liable to the COMMISSION for any and all rights and remedies provided by law. If it is determined that the COMMISSION improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- C. If the COMMISSION terminates the Agreement for Cause, the PROVIDER will be responsible to the COMMISSION for all costs incurred by the

COMMISSION and the State of Texas to replace the PROVIDER. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonably attributable to PROVIDER'S failure to perform any Work in accordance with the terms of the Agreement.

- D. Upon the occurrence of any such Event of Default, the COMMISSION shall be entitled to avail itself of any equitable or legal remedy, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. A right or remedy conferred by this Agreement upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement, or hereafter legally existing, upon the occurrence of an Event of Default.
- E. PROVIDER may terminate this Agreement for cause if the COMMISSION fails to comply with any terms and conditions of this Agreement and does not remedy such failure within 5 days after receiving written notice from PROVIDER.

## 5. PUBLIC INFORMATION

- A. PROVIDER acknowledges that COMMISSION is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon COMMISSION's written request, PROVIDER will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to COMMISSION in a non-proprietary format acceptable to COMMISSION. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which COMMISSION has a right of access.
- C. PROVIDER acknowledges that COMMISSION may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

## 6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by COMMISSION and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Executive Vice Chancellor and Chief Financial Officer for The Texas A&M University System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

**7. REMEDIES; NO WAIVER**

The failure of either party either to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

**8. INSURANCE**

This process is described in Exhibit C, attached hereto.

**9. INDEMNITY**

To the extent allowed by law, PROVIDER will defend, Indemnify, and hold harmless the State of Texas and its officers and employees, and the COMMISSION and its officers and employees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including attorneys' fees and court costs arising out of, or connected with, or resulting from:

- PROVIDER's negligent performance of the Agreement, including any negligent acts or omissions of PROVIDER, or any agent, employee, subcontractor, or supplier of PROVIDER, or any third party under the control or supervision of PROVIDER, provided such third party is directly contracted with PROVIDER and is not an employee, agent, subcontractor, or supplier of the COMMISSION, in the execution or performance of this Agreement; or
- any breach or violation of a statute, ordinance, governmental regulation, standard, rule, or breach of contract by PROVIDER, any agent, employee, subcontractor, or supplier of PROVIDER, or any third party under the control or supervision of PROVIDER, provided such third party is directly contracted with PROVIDER and is not an employee, agent, subcontractor, or supplier of the COMMISSION in the execution or performance of this Agreement; or
- employment or alleged employment, including claims of discrimination against PROVIDER, its officers, or its agents; or
- Work under this Agreement that infringes or misappropriates any right of any third person or entity based on copyright, patent, trade secret, or other intellectual property rights to the extent that such infringement or misappropriation arises out of methods, processes, equipment or supplies furnished by PROVIDER under this Agreement.

PROVIDER will coordinate its defense with the COMMISSION and its counsel. This paragraph is not intended to and will not be construed to require PROVIDER to indemnify or hold harmless the State or the COMMISSION for any claims or liabilities resulting from the negligence of the COMMISSION or its employees. The provisions of this section and section 10 will survive termination of this agreement.

**10. PERMITTING AND LICENSURE**

At PROVIDER's sole expense, PROVIDER will procure and maintain for the duration of this Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by PROVIDER to provide the goods or Services required by this Agreement. PROVIDER will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. PROVIDER agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Agreement.

**11. E-VERIFY**

By entering into this Agreement, PROVIDER certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the PROVIDER to perform scope of work pursuant to the Agreement.

**12. TECHNICAL GUIDANCE LETTERS**

In the sole discretion of the COMMISSION, and in conformance with federal and state law, the COMMISSION may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the COMMISSION, in consultation with PROVIDER, will be incorporated into the Agreement by reference herein for all purposes when it is issued.

**13. MISCELLANEOUS**

- A. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of COMMISSION. COMMISSION will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of COMMISSION relative to conduct on its premises and those listed in Exhibit F.
- B. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds

under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

- C. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- D. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits COMMISSION from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- E. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- F. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- G. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. The "Agreement" means this entire document, along with any Attachments and Exhibits, both physical and incorporated by reference; and any Amendments, Revisions or Technical Guidance Letters to be incorporated by reference herein for all purposes as they are issued, if any. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

- H. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- I. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- J. **Non-Assignment.** Neither party may assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party.
- K. **HUB Subcontracting Plan.** If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the PROVIDER will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

In the event that you determine you will be using a subcontractor, please contact Jeff Zimmermann from The Texas A&M University System's HUB Program at 979-458-6410 or [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu) for assistance in determining available HUB subcontractors and proper completion of the HSP.

- L. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- M. **Loss of Funding.** Performance by COMMISSION under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, COMMISSION will issue written notice to PROVIDER and COMMISSION may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of COMMISSION.
- N. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation



or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

- O. **Venue.** Venue for any suit filed regarding this Agreement shall be in the county in which the primary office of the chief executive officer of COMMISSION is located.
- P. **Non-Waiver.** PROVIDER expressly acknowledges that COMMISSION is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by COMMISSION of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- Q. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. COMMISSION and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

COMMISSION:      The Commission to Rebuild Texas  
                          c/o The Texas A&M University System  
                          Attention: Jeff Zimmermann  
                          Phone: 979-458-6410  
                          Fax: 979-458-6101  
                          E-mail: [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu)

PROVIDER:         Witt O'Brien's, LLC  
                          818 Town and Country Blvd., Suite 200  
                          Houston, Texas 77024  
                          Attention: Cheryl Detillieu Joiner  
                          Phone: 281-606-4721  
                          Email: [cdetillieu@wittobriens.com](mailto:cdetillieu@wittobriens.com)

- R. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of COMMISSION, nor any employee, or person, whose salary is payable in whole or in part by the COMMISSION, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- S. **Prohibition on Contracts with Companies Boycotting Israel.** By executing this Agreement, the PROVIDER certifies it does not and will not, during the performance of this contract, boycott Israel. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.

- T. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- U. **Books and Records.**  
PROVIDER shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the COMMISSION, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Agreement and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in Exhibit F.
- V. **Access to Records.**
- (1) The PROVIDER agrees to provide COMMISSION, the Texas Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the PROVIDER which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
  - (2) The PROVIDER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - (3) The PROVIDER agrees to provide TEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
  - (4) **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION, AND THE REQUIREMENT TO COOPERATE.**
  - (5) PROVIDER will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in Exhibit F, governing audit requirements pertaining to work performed under this Agreement.
- W. **Retention of Records.** The PROVIDER agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than seven (7) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case PROVIDER agrees to maintain same until COMMISSION, the FEMA Administrator, the Comptroller General of the United States or any of their duly authorized representatives have

disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

- X. **DHS Seal, Logo, and Flags.** The PROVIDER shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- Y. **Compliance with Federal Law, Regulations, and Executive Orders.** PROVIDER acknowledges that FEMA financial assistance funds will be used to fund the Agreement. PROVIDER will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- Z. **No Obligation by Federal Government.** 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 the Agreement.
- AA. **Program Fraud and False or Fraudulent Statements or Related Acts.** PROVIDER acknowledges that 31. U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to PROVIDER's actions pertaining to this Agreement.
- BB. **Clean Air Act and the Federal Water Pollution Control Act.** The following is only applicable if the amount of the contract exceeds \$150,000.
  - (1) Clean Air Act. The PROVIDER 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. The PROVIDER agrees to report each violation to the COMMISSION and understands and agrees that the COMMISSION will, in turn, report each violation as required to assure notification to TDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office. The PROVIDER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
  - (2) Federal Water Pollution Control Act. The PROVIDER 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. The PROVIDER agrees to report each violation to the COMMISSION and understands and agrees that the COMMISSION will, in turn, report each violation as required to assure notification to TDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office. The PROVIDER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
  - (3) PROVIDER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**CC. Suspension and Debarment**

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. PROVIDER certifies that PROVIDER, PROVIDER's principals (defined at 2C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
- (2) PROVIDER 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 comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by COMMISSION. If it is later determined that PROVIDER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM and COMMISSION, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.
- (4) PROVIDER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 during the term of this Agreement. PROVIDER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**DD. Byrd Anti-Lobbying Amendment, 31 U.S.C. Sec. 1352 (as amended).** PROVIDER shall file the required certification attached hereto as Exhibit D. Each contracting 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. Sec. 1352. Each contracting tier shall 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 recipient.

**EE. Procurement of Recovered Materials.**

- (1) In the performance of this Agreement, PROVIDER shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement, along with the 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>.

**FF. Civil Rights**

- (1) PROVIDER agrees to comply with state and federal anti-discrimination laws, including:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - (b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - (c) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - (d) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - (e) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - (f) Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  - (g) The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

PROVIDER agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

- (2) PROVIDER agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. PROVIDER agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- (3) In particular, (a) The PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The PROVIDER 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 PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COMMISSION setting forth the provisions of this nondiscrimination clause.

- (4) The PROVIDER will, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (5) PROVIDER agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the COMMISSION Civil Rights Office. The posters are available on the COMMISSION website at: <https://www.tamus.edu/business/benefits-administration/employeetiree-benefits/required-notices/>

GG. **Energy Conservation.** If applicable, the PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

HH. **Federal Assurances.** PROVIDER further certifies that the Federal Assurances set forth in Exhibit E of this Agreement, which is attached and incorporated by reference, have been reviewed and that PROVIDER is in compliance with each of the requirements reflected therein.

II. **Federal Certifications.** PROVIDER further certifies that the Federal Certification set forth in Exhibit D of this Agreement, which is attached and incorporated by reference, has been reviewed and that PROVIDER is in compliance with each of the requirements reflected therein. **In addition, PROVIDER certifies that it is in compliance with all applicable federal laws, rules, or regulations, including but not limited to those listed in Exhibit F as they may pertain to this Agreement.**

**THE FOLLOWING ATTACHMENTS TO THIS AGREEMENT ARE HEREBY ATTACHED AND INCORPORATED BY REFERENCE:**

- EXHIBIT A – SCOPE OF WORK**
- EXHIBIT B – PAYMENT RATE SCHEDULE**
- EXHIBIT C – INSURANCE**
- EXHIBIT D – FEDERAL CERTIFICATION REGARDING LOBBYING**
- EXHIBIT E – FEDERAL AFFIRMATIONS**
- EXHIBIT F – NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES AND REGULATIONS**

THE FOLLOWING ATTACHMENTS TO THIS AGREEMENT ARE HEREBY ATTACHED AND INCORPORATED BY REFERENCE:

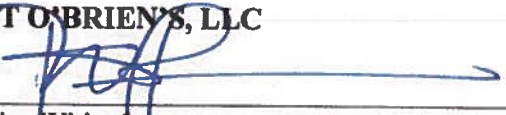
- EXHIBIT A – SCOPE OF WORK
- EXHIBIT B – PAYMENT RATE SCHEDULE
- EXHIBIT C – INSURANCE
- EXHIBIT D – FEDERAL CERTIFICATION REGARDING LOBBYING
- EXHIBIT E – FEDERAL AFFIRMATIONS

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

THE COMMISSION TO REBUILD TEXAS

By  9/28/17  
Bill Hamilton  
Executive Vice Chancellor and Chief Financial Officer Date

WITT O'BRIEN'S, LLC

By  9/28/17  
Tim Whipple  
Chief Executive Officer Date

## EXHIBIT A – SCOPE

- A. PROVIDER shall prepare and deliver the following deliverables to Commission consistent with the timetable provided.

### **Deliverable 1**

PROVIDER will submit to CRT a written recommendations report including:

1. CRT's draft mission statement and charter
2. Draft mission and make-up of a State Rebuilding Task Force
3. CRT's core objectives

### **Deliverable 2**

PROVIDER will attend key meetings with TX recovery stakeholders as agreed with CRT, and will submit written minutes and observations from these meetings.

### **Deliverable 3**

PROVIDER will draft up to five (5) one-page white papers on strategic recovery topics to be agreed with CRT.

All of the written deliverables defined above will be submitted to CRT in draft form. CRT will have up to two (2) days to review and request clarifications or changes. PROVIDER will incorporate changes agreed with CRT, at which time the deliverable in question will be considered final. The timeline for deliverable 1 is agreed as follows:

- PROVIDER submits draft to CRT by close of business on Thursday 12 October 2017
- CRT reviews and states comments by close of business Saturday 14 October
- PROVIDER finalizes deliverable by close of business Tuesday 17 October 2017

The deliverables defined above will be based on discussions with CRT staff, other stakeholders in the TX recovery effort and PROVIDER's own experience and analysis. They will include consideration and preliminary definition (to the degree feasible in the 30 days available) of the following:

1. Strategic priorities and CRT's proposed role at the strategic (state-wide) level in the following areas:
  - a. Critical infrastructure recovery
  - b. Damage and economic impact assessments



- c. Liaison with Federal, state & local officials to maximize coordination of resources

2. Opportunities to establish CRT as the champion of:

- a. Good government
- b. Effective recovery
- c. "Future proofing" Texas' critical infrastructure

B. PROVIDER shall assign the following employees of PROVIDER to this Agreement as key personnel necessary to the successful and timely completion of this Scope of Work (hereafter referred to as Key Personnel). PROVIDER shall not reassign the following Key Personnel without the express written approval of the Commission, such approval not unreasonably to be withheld by the Commission:

**Project team**

PROVIDER shall provide a team of highly qualified staff. PROVIDER's Project Principal will be Brad Gair. The PROVIDER's team will include (but not be limited to) the following individuals:

- Brad Gair, Project Principal
- Bill Riley, Disaster Recovery Expert
- Thaddeus Pawlowski, Recovery and Resilience Expert
- Jeb Lacey, Response and Recovery Expert
- Kelly George, Hazard Mitigation Specialist

PROVIDER agrees not to remove these individuals from the project team without the express written approval of the Commission, such approval not unreasonably to be withheld by the Commission.

**EXHIBIT B – PAYMENT RATE SCHEDULE**

PROVIDER shall provide the services outlined in Exhibit A during the term of this Agreement at a cost of \$190,000 plus reasonable expenses, including travel costs at state reimbursement rates. The fee and expenses shall be invoiced and documented as provided in the Agreement

**EXHIBIT C – INSURANCE**

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to COMMISSION. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to COMMISSION at least ten days before the effective date of the cancellation.

**Insurance:**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
<b>A. <u>Worker’s Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for COMMISSION. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted

**B. Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Commission to Rebuild Texas as additional insured’s, but only to the extent of the liabilities assumed by PROVIDER under this Agreement.

**C. Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000

Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

D. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (2) years after the expiration of cancellation of this Agreement.

E. PROVIDER will deliver to COMMISSION:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Commission to Rebuild Texas as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER, but only to the extent of the liabilities assumed by PROVIDER under this Agreement. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Commission to Rebuild Texas, but only to the extent of the liabilities assumed by PROVIDER under this Agreement. No policy will be canceled without unconditional written notice to COMMISSION at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to COMMISSION ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit C.

PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following COMMISSION contact in Section 14Q.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by COMMISSION in writing, except as may be noted.

**EXHIBIT D – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned \_\_\_\_\_ 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.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any 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.

2. 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. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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.

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

\_\_\_\_\_  
Signature of Provider’s Authorized Official

\_\_\_\_\_  
Name and Title of Provider’s Authorized Official

\_\_\_\_\_  
Date

## EXHIBIT E – FEDERAL ASSURANCES – (SF-424B)

PROVIDER certifies that PROVIDER:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this contract.
2. Will give TDEM, FEMA, the Comptroller General of the United States and, if appropriate, the COMMISSION, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the COMMISSION and FEMA.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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



## EXHIBIT F – NONEXCLUSIVE LIST OF LAWS, RULES AND REGULATIONS

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

**PROVIDER is deemed to have read and understands the requirements of each of the following, as amended and if applicable to any Scope of Work under this Agreement:**

### Generally

The Acts and Regulations specified in this Agreement.

**Guidance Documents:** FEMA Public Assistance Program and Policy Guide (FP 104-009-2 / April 2017); FEMA Public Assistance Guides; FEMA Public Assistance Applicant Handbooks; FEMA PDAT Field Manual for Public Assistance Grantee and Subgrantee Procurement Requirements; FEMA PDAT Field Manual for Procurement Requirements Supplement; FEMA PDAT Required Contract Clauses (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II); FEMA PDAT Cost and Pricing Guide; Texas Emergency Management Executive Guide – FY 2017 Edition

### Federal Authorities

Public Law 93-288, as amended (Stafford Act)

Disaster Mitigation Act of 2000

FEMA Regulations, 44 CFR Parts 204, Fire Management Assistance Grant Program, - 206 Federal Disaster Assistance & 207 Management Costs

Executive Order 11988, Floodplain Management

Executive Order 11990, Protection of Wetlands

Executive Order 12372, Intergovernmental Review of Programs and Activities

Executive Order 12549, Debarment and Suspension

Executive Order 12612, Federalism

Executive Order 12699, Seismic Design

Executive Order 12898, Environmental Justice

Executive Order 13278, Equal Protection of the Laws for Faith-Based and Community Organizations

Executive Order 11246 – Equal Employment Opportunity

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

Coastal Barrier Resources Act, Public Law 97-348

Single Audit Act, Public Law 98-502

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

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Sandy Recovery Improvement Act publications

National Historic Preservation Act, 16 U.S.C. § 470

Endangered Species Act References, 16 U.S.C. § 1531

National Environmental Policy Act of 1969, (42 U.S.C. §§ 4321-4347)

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508)

Coastal Zone Management Act of 1972, (16 U.S.C. 1451 *et seq.*)

FEMA program publications, guidance and policies

FEMA-State Agreements

DHS Standard Terms and Conditions 2017

Grant Terms and Conditions – FEMA-4332-DR-TX, including all required assurances and certifications and additional grant conditions

### **State Authorities**

Texas Disaster Act of 1975, as amended

Executive Orders of the Governor

Uniform Grant and Contract Management Act (Texas Government Code, Chapter 783) and the Uniform Grant Management Standards maintained by the Comptroller of Public Accounts, including the Texas Single Audit Circular

State of Texas Administrative Plan for Public Assistance

Addendum to the State of Texas Administrative Plan for Public Assistance for DR-4332-TX Hurricane Harvey