

ENGINEERING SERVICES
PUBLIC NOTICE
RFQ-2023-04-LAWRENCE ROAD DETENTION POND-HMGP

The Orange County Drainage District seeks to contract with one or more engineering service providers (“Respondents”) to provide engineering services to the District. Interested Respondents may find copies of **RFQ-2023-04-LAWRENCE ROAD DETENTION POND-HMGP (“RFQ”)** on the District’s website at: <https://www.ocddtx.com/purchasing/> (search under “Current Procurement Opportunities”) and at <http://civcastusa.com> (search for “Orange County Drainage District”). Interested Respondents must submit five (5) physical copies of its statement of qualifications (“SOQs”) to Mr. Joe Escobedo, District Purchaser, at the Orange County Drainage District located at 8081 Old Highway 90, Orange, Texas 77630 (“District Office”). To be eligible for consideration, the District must **receive** SOQs no later than **12:00 pm on July 5, 2023, at the District Office**. The District will publicly open the submitted SOQs at **2:00 pm on July 5, 2023**, at the District Office. The District reserves the right to negotiate with all Respondents submitting eligible SOQs.



**REQUEST FOR QUALIFICATIONS FOR
ENGINEERING SERVICES RELATED TO THE
LAWRENCE ROAD DETENTION POND PROJECT
(DR-4572)**

**RFQ-2023-04-LAWRENCE ROAD DETENTION
POND-HMGP**

Issued: June 14, 2023

**Due Date:
Wednesday, July 05, 2023, at 12:00 pm**



ORANGE COUNTY DRAINAGE DISTRICT

*8081 Old Highway 90, Orange, Texas 77630
(409) 745-3225 Telephone (409) 745-3004 Facsimile*

June 14, 2023

To Whom It May Concern:

Re: REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ENGINEERING SERVICES RELATED TO THE LAWRENCE ROAD DETENTION POND PROJECT (DR-4572); (RFQ-2023-04-LAWRENCE ROAD DETENTION POND-HMGP)

Dear Engineering Service Providers:

Attached is a copy of the Orange County Drainage District's ("District") Request For Qualifications for engineering services. The District may award multiple contracts as a result of this solicitation. The District will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this solicitation are also included in the attached RFQ as well as Attachments A through I. Please submit a sealed statement of qualifications to: **Mr. Joe Escobedo, District Purchaser, Orange County Drainage District, 8081 Old Highway 90, Orange, Texas 77630.**

The deadline for submission of sealed statements of qualifications is at 12:00 pm on Wednesday, July 05, 2023. It is the responsibility of the Responding Engineer to ensure that the proposal is received in a timely manner. Submittals received after the deadline will not be considered for award, regardless of whether the delay was outside of the control of the Respondent. The District reserves the right to negotiate with any, and all, persons or firms submitting statements of qualifications in accordance with the Texas Professional Services Procurement Act, Chapter 2254, TEX. GOV'T CODE ("the Act").

The District is an affirmative action/equal opportunity employer. The District does not discriminate based upon race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. Minority business

enterprises, small business enterprises, and women business enterprises are encouraged to submit statements of qualifications.

Sincerely,

Joe Escobedo
District Purchaser

JE/dem

Enclosures:
Request for Statement of Qualifications

Attachments

- A. Scope of Engineering Services for the Lawrence Road Detention Pond Project (DR-4572)
- B. Engineering Services Rating Sheet
- C. System for Award Management Registration Information
- D. Anti-Collusion Affidavit
- E. Form CIQ - Conflict of Interest Questionnaire
- F. Certification Regarding Lobbying
- G. Disclosure of Lobbying Activities
- H. Form 1295 - Certificate of Interested Parties
- I. Mandatory Federal and State Contract Clauses



**REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES
RELATED TO THE LAWRENCE ROAD DETENTION POND PROJECT (DR-4572)**
RFQ-2023-04-LAWRENCE ROAD DETENTION POND-HMGP

The Orange County Drainage District (“District”) is seeking to contract with a competent engineering service provider (“Respondent” or “Engineer”) to assist the District in providing professional engineering services. The following solicitation outlines the request for statements of qualifications (“RFQ”).

I.
BACKGROUND AND GENERAL REQUIREMENTS

- A. Background and General Requirements.** The Lawrence Road Detention Pond is an existing detention pond located on Lawrence Road, and adjacent to Cow Bayou. The Pond was constructed, and is maintained and operated by the District. The District has proposed to improve and expand the Lawrence Road Detention Pond, and if economically feasible, add a pump station to the facility for purposes of evacuating the pond before an anticipated significant rain event (the “Project”). The Project has been preliminary accepted as a project for which the District may obtain a Hazard Mitigation Grant Program (“HMGP”) sub-grant award for the purpose of designing, constructing and implementing the Project in a phased project approach. Accordingly, the District is soliciting professional engineering services for the purpose of designing the Project, and for the engineering work associated with the construction and implementation of the Project, including, but not limited to, civil, hydraulic, hydrologic, geotechnical, environmental, surveying, mapping, and CAD support, construction contract administration and construction inspection services. A more detailed description of the engineering services being solicited is set forth below. The District may select more than one engineer or engineering firm to provide some or all of the services described herein, and multiple contracts may therefore be awarded as a result of this solicitation.
- B. Scope of Services and Special Conditions.** A detailed scope of services sought by this solicitation is attached hereto as **Attachment A**. Each Respondent shall have the resources, internally or by subcontracting or joint venture, to provide all of the qualified personnel and other resources that will be required to provide all of the services sought herein. Generally, each Respondent shall provide (1) a detailed description as to how the Respondent meets each requirement, (2) a description of Respondent’s knowledge and experience, (3) specific examples of previous work reflecting Respondent’s capabilities, and (4) a list of references demonstrating the Respondent’s competence in providing such services.

- C. **Use of Subcontractors.** Each Respondent shall possess the capability to provide all of the engineering services described in the SOS attached as **Attachment A** to this RFQ, or alternatively may subcontract with one or more other engineers or engineering firms to provide some of the engineering services described in the SOS, subject to the sole approval and discretion of the District. **The Respondent shall be a licensed engineer or engineering firm.**

II. STATEMENT OF QUALIFICATIONS

- A. **Intent.** The District is seeking to contract with one, or more, competent Engineers registered to practice in the State of Texas with qualifications and experience in the following types of projects:

1. Design and construction management of public work projects, and specifically flood mitigation and drainage infrastructure improvement projects.
2. State and federally funded drainage improvement studies, and design and construction projects.
3. Flood protection and drainage improvement projects involving man-made and natural drainage ditches and structures, and large natural bayous, gulley and creeks that serve as drainage structures.

Additionally, knowledge and personal familiarity with the territory of the District, and availability for personal physical attendance of meetings and site visits is of utmost importance to the District. Therefore, the following will be favorably considered and scored by the District:

4. Capability of primary and lead representative of the Respondent and other competent and qualified representative(s) of the Respondent to attend meetings (including, but not limited to Board meetings), workshops, and site visits in person within Orange County, with limited notice.
- B. **Transmittal Letter.** Each Respondent shall include a transmittal letter that includes the following information:
1. A brief statement, signed by the proposed lead project engineer, communicating why the Respondent should be selected.
 2. Confirmation that the Respondent meets the appropriate state licensing requirements to practice as an engineer in Texas. *See*, TEX. OCC. CODE §1001.301.

3. Confirmation that the Respondent has not had a record of substandard work within the last five (5) years.
4. Confirmation that the Respondent has not engaged in any unethical practices within the last five (5) years.

III.

EVALUATION CRITERIA

- A. **Scoring.** The Statement of Qualifications received will be evaluated and ranked according to criteria and using a scoring system as reflected in the attached rating sheet (*See, Attachment B*).
- B. **Factors.** The District will review and evaluate each Respondent's qualifications, and the most qualified Respondent(s) will be selected, subject to negotiation of fair and reasonable compensation.

IV.

SUBMISSION REQUIREMENTS

- A. **Statement of Qualifications ("SOQ" or "SOQs").** Each Respondent shall submit a SOQ demonstrating competence and expertise in the areas of practice outlined in this solicitation. SOQs shall be limited to not more than **twenty (20) pages**, exclusive of resumes, tabs and required attachments. The SOQ shall include:
 - 1) Any information that the Respondent deems appropriate in support of its submittal;
 - 2) Respondent's company profile;
 - 3) A list of past local governmental clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project should the Respondent receive an engineering services contract award; and
 - 4) A list with a minimum of five (5) references.
- B. **Insurance.** Each Respondent must affirmatively state that the Engineer, if selected by the District, is capable of obtaining, and shall obtain insurance in the following amounts:

- I. Commercial General Liability Limits
(Underlying Coverage):

Each Occurrence	\$ 1,000,000
Fire Damage to Rented Premises	\$ 300,000
Medical Expenses	\$ 10,000
Personal & Adv. Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

	Products-Comp/Ops Aggregate	\$ 2,000,000
II.	Auto Liability Limits (Underlying Coverage): Combined Single Limits for Owned, Hired & Non-Owned	\$ 1,000,000
III.	Umbrella Liability Limits for Commercial General Liability (I, above) and Auto Liability (II, above): Each Occurrence Aggregate	\$ 2,000,000 \$ 2,000,000
IV.	Professional Liability (Underlying Coverage): Per Claim Annual Aggregate	\$ 2,000,000 \$ 2,000,000

- C. System for Award Management.** Respondent must include a certification that the Respondent, or any of its lead engineers who may provide some or all of the services on behalf of the Respondent, is not debarred or suspended from the Excluded Parties List System (“EPLS”) in the System for Award Management (“SAM”) (*See, Attachment C*). Respondent must include verification that the Respondent, as well as the Respondent’s key employees, are not listed (are not debarred) through the SAM as indicated on the website <https://sam.gov/SAM/>. Each Respondent must enclose a printed copy of the search results (including the record date).
- D. Affidavit of Non-Collusion.** Respondent must complete and include the Affidavit of Non-Collusion (*See, Attachment D*).
- E. Form CIQ.** Each Respondent (and/or any key employee of Respondent) seeking to contract with a local government entity must disclose the Engineer’s (and/or any key employee of Respondent) employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. *See, Chapter 176, TEX. GOV’T CODE*. Accordingly, each Respondent (and/or any key employee of Respondent) must complete and attach Questionnaire Form CIQ, a copy of which is included in the RFQ (*See, Attachment E*).
- F. Certification Regarding Lobbying.** A Certification for Contracts, Grants, Loans, and Cooperative Agreements (*See, Attachment F*) is included in the RFQ and must be included in each Respondent’s submittal.
- G. Disclosure of Lobbying Activities.** Each Respondent must complete a Disclosure of Lobbying Activities (*See, Attachment G*) of the Respondent, or its key employees.
- H. Form 1295.** Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the District’s Board of Directors will require the completion of Form 1295 “Certificate of Interested Parties.” *See, TEX. GOV’T CODE §2252.908*. Each

Respondent that is awarded a contract must complete and submit Form 1295 at the same time as the Engineer submits a signed contract. A copy of Form 1295 is included in this RFQ for the convenience of each Respondent (*See, Attachment H*).

- I. Mandated Federal and State Contract Provisions.** All contracts between the District and a Respondent must include the mandated federal and state contract clauses (*see, Attachment I*).

V. DISADVANTAGED BUSINESSES

- A. Disadvantaged Businesses Encouraged to Participate.** The District is committed to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- B. Affirmative Steps Required.** Where a Respondent is awarded a contract and intends to use subcontractors, the Respondent must take the following affirmative steps:
1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
 2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 3. Divide 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. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce as well as other state and local resources for sourcing disadvantaged enterprises.
- C. Disadvantaged Enterprises.** The District encourages minority business enterprises, small business enterprises, women business enterprises, and labor surplus area firms to submit statements of qualifications in response to this RFQ.

VI. FORM AND DEADLINE FOR SUBMISSION

- A. Deadline/Number of Copies.** Statements of Qualification must be **received** in the District's office no later than **Wednesday, July 05, 2023, by 12:00 p.m.** It is the

responsibility of the Engineer to ensure that the proposal is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the Engineer. Please submit one (1) original and four (4) hard copies to the following address: **Mr. Joe Escobedo, District Purchaser, Orange County Drainage District, 8081 Old Highway 90, Orange, Texas 77630.**

(If original is in color, please submit the copies in color and mark "Copy")

- B. Method of Delivery.** The submittal must be delivered in a sealed 9 x 12 or larger envelope clearly marked on the outside: “RFQ-2023-04-LAWRENCE ROAD DETENTION POND -HMGP”.
- C. Project Contact Person.** Any and all questions or requests for additional information shall be directed to Mr. Joe Escobedo by email at jescobedo@ocddtx.com, and such email must include “RFQ-2023-04-LAWRENCE ROAD DETENTION POND -HMGP” in the subject heading thereof. Alternatively, questions may also be submitted online through CIVCAST at www.civcastusa.com, which shall be the equivalent of contacting the District directly. All questions or requests must be submitted **no later than Wednesday, June 28, 2023**. The District will attempt to provide a response to such inquiry within three (3) business days.
- D. Opening of Submittals.** The District will open the submittals at **2:00 p.m. on Wednesday, July 05, 2023**, in the Boardroom of the Orange County Drainage District located at **8081 Old Highway 90, Orange, Orange County, Texas 77630**. The public is invited to attend.

Attachment A

SCOPE OF ENGINEERING SERVICES FOR THE LAWRENCE ROAD DETENTION POND PROJECT (DR-4572) RFQ 2023-04-LAWRENCE ROAD DETENTION POND-HMGP

I. INTRODUCTION

The Lawrence Road Detention Pond is an existing detention pond located on Lawrence Road, and adjacent to Cow Bayou. The Pond was constructed, and is maintained and operated by the District. The District has proposed to improve and expand the Lawrence Road Detention Pond, and if economically feasible, add a pump station to the facility for purposes of evacuating the pond before an anticipated significant rain event (the “Project”). The Project has been preliminary accepted as a project for which the District may obtain a Hazard Mitigation Grant Program (“HMGP”) sub-grant award for the purpose of designing, constructing and implementing the Project in a phased project approach. Accordingly, the District is soliciting professional engineering services for the purpose of design of the Project, and for the engineering work associated with the construction and implementation of the Project, including, but not limited to, civil, hydraulic, hydrologic, geotechnical, environmental, surveying, mapping, and CAD support. construction contract administration and construction inspection services. A more detailed description of the engineering services being solicited is set forth below. The District may select more than one engineer or engineering firm to provide some or all of the services described herein, and multiple contracts may therefore be awarded as a result of this solicitation.

II. SCOPE OF SERVICES

Engineers will perform engineering and related services for the District for the Project on an “as-needed” Task Order basis. Accordingly, Engineers will be required to execute a Task Order which will specify the scope of services, task schedule, and compensation for the corresponding Task Order. Each Task Order will become a part of the underlying contract. Engineers will be required to provide some, or all, of the following services for each Task Order.

A. Services Required. The specific engineering services for this contract consist of the following:

- 1. Phase 1.** Perform and provide all remaining engineering services that are required for the detailed design of the Project, which generally includes, but is not limited to, the complete design and full permitting of the Project.

The Phase 1 engineering services will further include, but are not limited to:

a. Environmental Permitting: Provide all engineering design services that are reasonably required to assist the District’s environmental consultant in the District’s applications for all environmental permits that are required for construction and implementation of the Project, including, but not limited to any

mitigation plan required for the Project, and coordination with all applicable permitting agencies.

b. Final Design: Complete the final Project design, including:

- Complete the design of all project features needed for project construction.
- Design of necessary utility relocation requirements and coordination with utility owners.
- Identification of final construction limits, including proposed real estate requirements and environmentally sensitive areas that should be avoided during construction.
- All additional H&H modeling that may be required in support of Project design.
- Preparation of data to support the BCA Update.

c. Prepare Plans, Specifications, and Contract Documents, including:

- Document project layout/staging areas.
- General and special construction notes.
- “Issued for Bid” project plans, including alignments, profiles, cross-sections, and construction details.
- Applicable project specific technical specifications.
- Design of necessary utility relocation requirements and coordination with utility owners.
- Construction contracting documents, including detailed bid documents.
- Detailed construction estimates as required to evaluate reasonableness of construction bids.

d. Phase 1 Deliverables. Create and provide to the District, or assist the District in the creation of all deliverables required by the Texas Division of Emergency Management (“TDEM”) and the Federal Emergency Management Agency (“FEMA”) pursuant to the HMGP Sub-Grant Award issued by TDEM to the District, including, but not limited to the following:

- Narrative scope of work for Phase 2;
- Final cost estimate for Phase 2;
- Benefit Cost Analysis (BCA) file based on the study with supporting documentation (in coordination with District Grant Administrator);
- 100% designs, modeling, calculations, and permits;
- Complete set of signed and sealed Engineering Plans;
- Hydrology and Hydraulics (H&H) in accordance with TDEM/FEMA deliverable requirements;
- Environmental Assessment (in coordination with District ESP);
- Permitting under the Clean Water Act with United States Core of Engineers (USACE);

- Any other actions, responses or documentation that TDEM / FEMA may require from the District associated with the above-referenced sub-grant award.
2. **Phase 2.** Perform and provide all engineering and related services reasonably required or requested by the District for construction, and full and complete implementation of the Project, including, but not limited to:
- a. Construction project management.
 - Review and respond to contractor submittals.
 - Respond to contractor requests for information (RFIs).
 - Provide engineered modifications, as necessary, to address discovery of items and changed field conditions during the construction period.
 - b. Construction project observation at a minimum frequency of twice per week during active construction periods and inspection of critical elements as needed to ensure contractor is not delayed at key points of construction.
 - c. Review all change order requests from the contractor and provide recommendations to the District for action and/or response.
 - d. Review contractor pay requests and recommend payment based on acceptable construction progression.
 - e. Provide bi-weekly (every 2 weeks) construction progress reports to District.
 - f. Construction project close-out.
 - g. Provide final “record” drawings based on contractor submittals.
 - h. Prepare, for execution by District, a Certificate of Completion within 30 days of final inspection and acceptance of construction.

B. Personnel and Equipment Requirements

1. **Engineer Requirements.** The Respondent shall be an engineer or engineering firm, and all engineering work accomplished under this Scope of Services will be performed in accordance with the laws and rules of the State Board of Registration for Professional Engineers and Land Surveyors (TBPELS).
2. **Equipment.** Provide computer hardware, software and other equipment necessary to accomplish the services requested by the Department.
3. **Contracted Services.** The Engineers shall be capable of providing all services described herein, although the Engineers may subcontract with other engineers to

provide some of such services. In any event, all subcontractors shall be approved by the District, and such approval shall be at the sole discretion of the District.

Attachment B

ENGINEER RATING SHEET

Engineer:	
Evaluator:	
	Date: / / 2023

EXPERIENCE: Rate the Engineer for experience in the following areas:

Factor	Max Pts.	Score
Has previously designed flood control or drainage improvement projects that are funded, in whole or in part, by state or federal agencies or departments.	10	
Has designed drainage improvement projects within coastal areas in the Southeast Texas region (including the coastal marsh) and is familiar with the local topography, climate, environmental conditions, and other factors that can impact the Lawrence Road Detention Pond Project.	40	
Extent of experience in project construction management	10	
Total Score:	60	

WORK PERFORMANCE:

Factor	Max Pts.	Score
Past projects completed on schedule	10	
Manages projects within budgetary constraints	5	
Work is of high Quality	10	
Total Score:	25	

CAPACITY TO PERFORM:

Factor	Max Pts.	Score
Staff level/Experience of Staff	5	
Adequacy of resources, including ability to attend in-person meetings with limited notice	5	
Professional liability insurance is in force	5	
Total Score:	15	

TOTAL SCORE:

Factor	Max Pts.	Score
Experience	60	
Work performance	25	
Capacity to perform	15	
Total Score:	100	

Attachment C

SYSTEM FOR AWARD MANAGEMENT INFORMATION

**Federal Award Management Registration**

CALL NOW TO SPEAK TO A REGISTRATION SPECIALIST
(844) 513-9067



SYSTEM FOR AWARD MANAGEMENT REGISTRATION SUPPORT

Complete Your SAM.gov Registration Or Renewal Online. Registration Advisors Are Standing By To Provide Immediate Assistance And Expedited Registration Service.

START YOUR SAM REGISTRATION HERE!

First Name

Last Name

Business Name

Phone

Email

What type of registration is this?
☐ New ☐ SAM Renewal ☐ CCR Renewal

Get Registered Now!

Step 1 of 3 contact details

System For Award Management Registration (SAM)

SAM Registration Is Required To Win Contracts and Receive Grants

A SAM registration is required for any business, organization, or agency that is eligible to, or plans to, receive payments from the federal government. In order to qualify for federal contracts or grants, a fully accurate, and compliant System For Award Management registration is required. More importantly if you have already completed a government contract or have been awarded a grant, an up-to-date SAM registration is required in order for you to receive payment.



Registration Specialists Are Standing By To Assist
SAM | CCR | ORCA | CAGE
Get Your SAM Registration Expedited
(844) 513-9067

Attachment D

STATE OF TEXAS

§

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COUNTY OF _____

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ANTI-COLLUSION AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the following, who, upon oath says:

“I am the Manager, Secretary, or other Agent or Officer or the Principal of the Engineer in the matter of the proposal to which this affidavit is attached, and I have full knowledge of the relations of the Engineer with the other firms in this same line of business, and the Engineer is not a member of any trust, pool or combination to control the price of the services in this proposal, or to influence any person to submit a proposal or not to submit a proposal thereon.

I further affirm that the Engineer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.”

AFFIANT FURTHER SAYETH NAUGHT

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, upon his or her oath, states that the facts contained in the above are true and correct, this ____ day of _____, 2023.

NOTARY PUBLIC – STATE OF TEXAS

Engineer: _____
Signed By: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

NOTE: SUBMITTALS UNACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The Orange County Drainage District, Texas is an affirmative action/equal opportunity employer. The District does not discriminate based on race, color, national origin, sex, sexual orientation, gender identity, religion, age or handicapped status in employment or the provision of services. section 3 residents, minority business enterprises, small business enterprises, women business enterprises, and labor surplus area firms are encouraged to submit statements of qualifications.

Attachment E

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center; margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="text-align: center; margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center; margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-top: 20px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment F

CERTIFICATION REGARDING LOBBYING

44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

Attachment G

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Identification of Lobbyists.
 - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

Attachment H

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																					
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																					
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. 																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. 																																							
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 																																							
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Name of Interested Party</th> <th style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th></th> <th></th> <th style="width: 15%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary																														
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																				
5 Check only if there is NO interested Party. <input type="checkbox"/>																																							
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____, (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year)																																							
Signature of authorized agent of contracting business entity (Declarant)																																							
ADD ADDITIONAL PAGES AS NECESSARY																																							

Attachment I

MANDATORY FEDERAL AND STATE CONTRACT CLAUSES

I. Contract Clauses Mandated By The State Of Texas

The following clauses are mandated by the State of Texas and must be included with any contract for professional engineering services funded in whole, or in part, by an agency of the State of Texas.

- A. Child Support Obligation.** Under Section 231.006 of the Family Code, the Contractor certifies that the individual or business entity named in this Agreement 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. TEX. FAM. CODE §§231.006 and 231.302.
- B. Contracting Information Responsibilities.** In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to this contract as provided by the records retention requirements of the District for the duration of the Contract, (2) promptly provide to the District any contracting information related to the contract that is in the custody or possession of contractor on request of the District, and (3) on termination or expiration of the contract, either provide at no cost to the District all contracting information related to the contract as provided by the records retention requirements of the District. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of subchapter J, Chapter 552, Texas Government Code, may apply to the contract, and the contractor agrees that the contract can be terminated if the contractor knowingly or intentionally fails to comply with a requirement of that subchapter. TEX. GOV'T CODE §552.372
- C. Critical Infrastructure Affirmation.** Pursuant to Section 2274.0102 of the Texas Government Code, the contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103 of the Texas Government Code Section 2274.0103, (2) headquartered in any of these countries or (3) the contract or other agreement, any such company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes. TEX. GOV'T CODE §2274.0102.
- D. Energy Company Boycotts.** Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the contract, the Contractor shall promptly notify the District. TEX. GOV'T CODE §2271.002.

- E. Entities That Boycott Israel.** Contractor represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the contract, Contractor shall promptly notify the District. TEX. GOV'T CODE §2271.002.
- F. Excluded Parties.** Contractor certifies that it is not listed in the prohibited vendors' list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control. Exec. Order No. 13224, 31 C.F.R. 594 (2001-2021).
- G. Firearms Entities and Trade Associations Discrimination.** Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the contract, contractor shall promptly notify the District. TEX. GOV'T CODE §2274.001 *et seq.*
- H. Foreign Terrorist Organizations.** Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code. TEX. GOV'T CODE §2252.152.
- I. No Conflicts of Interest.** Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonable create an appearance of impropriety. TEX. GOV'T CODE §§2252.908, 2254.032 and 2261.252(b).
- J. Texas Public Information Act.** Notwithstanding any other provision herein, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE §§552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the District shall release all information necessary to comply with Texas law without the prior written consent of Contractor. It is expressly understood and agreed that the District, its officers, and employees may request advice, decisions, and opinions of the Attorney General of Texas ("Attorney General") regarding the application of the Act to any software, or any part thereof, or other information or data furnished to the District, whether the same are available to the public. It is further understood that the District, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the District, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the District in reliance on any advice, decision or opinion of the Attorney General. In the event the District receives a written request for information pursuant to the Act that affects contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the District by contractor under this Agreement, then the District will promptly notify contractor of such request. Contractor may, at its own option and expense, prepare

comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged. With respect to electronic mail addresses, contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the District. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by contractor and agents acting on behalf of contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

K. State Auditor's Right to Audit. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the contractor or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards. TEX. GOV'T CODE §2262.154.

L. Rules and Regulations Applicable to Projects or Work Funded by the Texas Division of Emergency Management. Contractor shall agree to, and be bound by all rules and regulations that are applicable to any project or work performed by Contractor on a project that is funded, in whole or in part, by the Texas Division of Emergency Management ("TDEM"). Contractor shall agree to comply, with, and be bound to the District and TDEM for compliance with all such rules and regulations.

II. Contract Clauses Mandated By FEMA, TDEM, or Any Other Federal or State Agency or Department

Contractor acknowledges its full and complete understanding that in the event that its services are provided to the District on a project that is funded, in whole or in part, by an agency or department of the United States or State of Texas, notwithstanding any other provisions set forth in the Contract with the District, the following provisions govern the responsibilities of the Parties, and contractor shall comply with all the following provisions, as applicable:

A. Equal Employment Opportunity: During the performance of this Contract,

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which it 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.
4. 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.
5. 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.
6. 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 contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 that the contractor becomes involved in, or is threatened with, litigation with a sub-contractor 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.

B. Compliance with the Contract Work Hours and Safety Standards Act.

- 1. Overtime Requirements.** The contractor or any subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics, shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed 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 therefor, shall be liable for the unpaid wages. In addition, the 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 or such other amount required by law, 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 District 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.

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 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."

C. 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 Texas Commission on Environmental Quality (TCEQ) and understands and agrees that TCEQ will, in turn, report each violation as required to assure notification to the District, the appropriate Environmental Protection Agency Regional Office, FEMA, or other appropriate state or federal agency.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

D. 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 Texas Commission on Environmental Quality (TCEQ) and understands and agrees that TCEQ will, in turn, report each violation as required to assure notification to the District, Federal Emergency Management Agency, the appropriate Environmental Protection Agency Regional Office and/or other appropriate state or federal agency.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

E. Debarment and Suspension.

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the 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).

2. The 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.
3. This certification is a material representation of fact relied upon by the District. If it is later determined that the 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 the District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the time period of this contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Procurement of Recovered Materials.

1. In the performance of this contract, contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule,
 - ii. Meeting contract performance requirements, or
 - iii. 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 website.

G. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

H. Access to Records. The following access to records requirements apply to this Contract:

1. The contractor agrees to provide the District or any other authorized state or federal entity, agency or department, or their authorized representatives, access to any books, documents, papers, and records of contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The contractor 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 contractor agrees to provide the District or any other authorized state or federal entity, agency or department, or their authorized representatives access to

construction or other work sites pertaining to the Work being completed under this contract.

- I. Agency Seal, Logo and Flags.** The contractor shall not use the seals, logos or flags of the Department of Homeland Security (“DHS”) or any other federal or state agency without the express written permission of such state or federal agency.
- J. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended).** Contractor must file with the government the required certification. Each subcontractor 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. If not provided with the bid response, the Contractor must complete and submit the Certification Regarding Lobbying Form.
- K. Whistleblower Protection Act.** The contractor understands and agrees that this contract and employees working on this contract will be subject to the whistleblower rights and remedies established under 41 U.S.C. § 4712 and shall inform its employees 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, Paragraph L (“Whistleblower Protection Act”), in all subcontracts providing services under this contract.
- L. Damages.**

 - 1. All Work to be performed under this contract shall be timely commenced, it being understood that the contractor will be given adequate time to employ sound professional practices. A breach of this contract by contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
 - 2. In the event of contractor’s breach of its performance obligations, the District shall have all rights and remedies against contractor as provided by law.
- M. Energy Efficiency and Conservation (2 CFR §200.326 Appendix II to Part 200).** If applicable to the work and services performed by the contractor under the contract, the Contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

- N. Agreements With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR §200.321).** Should contractor subcontract any of the work under this contract, contractor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.
- O. Compliance With All Other Federal and State Law, Regulations, and Executive Orders.** In addition to the provisions set forth above, the contractor agrees that it will comply with all other federal and state laws, regulations, and executive orders that may be applicable to the Work which it performs pursuant to this contract, including, but not limited to, any and all of such provisions that are required for the District's eligibility for funding from any applicable funding entity, agency or department.
- P. No Obligation by Federal Government.** The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to the District, contractor, or any other party pertaining to any matter resulting from this contract.
- Q. Required Amendment to Contract.** In the event that the this contract needs to be amended or modified so as to allow the District to become or remain eligible for funding for the Project from any other federal or state entity, agency or department, the District and the contractor agree that they shall reasonably attempt to amend or modify this contract in writing for such purpose, providing that such amendment or modification does not materially alter the obligations of the parties, or providing that the contractor is reasonably compensated in the event that such amendment or modification of the contract does materially alter contractor's obligations hereunder.