

GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, MADE THIS 5th DAY OF August, 2014 BY AND BETWEEN TOM GREEN COUNTY, a legal and political subdivision of the State of Texas, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services"

I. SCOPE OF BASIC SERVICES

Consultant agrees to render Client grant administration services for Client's 2014 Program Year Texas Community Development Block Grant Program Contract Number 7214037 - Community Development – Disaster Relief Fund (the "Contract"), as administered by the Texas Department of Agriculture - Office of Rural Affairs (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than upon receipt by the Client of an executed Contract between the Client and the Department. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project is administratively closed, as defined by Department, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Thirty-Five Thousand and no/100 Dollars, (\$35,000.00) in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices and receipt of grant funds by Client. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

1	Establish files, record keeping system, and accounting system, complete Fair Housing/EEO/Section 504 activities and LSO appointment	\$7,000.00
2	Prepare Environmental Review Record, Coordinate Environmental Notices	\$5,250.00
3	Complete Start of Construction Documents	\$12,250.00
4	25% of Grant funds Requested and Admin. Activities* To Date	\$3,500.00
5	75% of Grant funds Requested and Admin. Activities* To Date	\$3,500.00
6	Submit Project Completion Report and Administrative Closure	\$3,500.00
	Contract Amount	\$35,000.00

*Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in the attached Part III—Scope of Grant Administration Services.

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Seventy-five and no/100 Dollars (\$75.00).
1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.
 2. Reassessment of the environmental assessment procedures, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.

3. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in Department policy or practice.
 4. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 5. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
 6. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
 7. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 8. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
 9. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Primary Contact. The Client's contact person with the Consultant shall be the County Judge.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such Party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement.
- L. Alternative Dispute Resolution. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or

Texas district court or a similarly qualified, mutually agreeable individual in San Angelo, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.
- N. Insurance: The Consultant shall maintain in force for the duration of this Agreement the insurance policies listed on Exhibit A, Certificate of Liability Insurance Number 5/22/14-2013 dated July 25, 2014, attached hereto and incorporated herein by reference, or their equivalents. Such policies shall maintain minimum liability limits, name Client as Additional Insured and waive subrogation as shown on Exhibit A.

X. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

Tom Green County
112 West Beauregard
San Angelo, Texas 76903



BY: _____
Bruce J. Spitzengel
President



BY: _____
Stephen C. Floyd, County Judge acting
in his official capacity and not in
his individual capacity



ATTEST:

BY: Elizabeth McGill by
County Clerk
Sayer Killam, Deputy

**AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
4. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
5. **TERMINATION OF AGREEMENT FOR CAUSE.** If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
6. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
7. **INTEREST OF MEMBERS OF CLIENT.** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.

8. INTEREST OF CONSULTANT AND EMPLOYEES. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant to perform services under this Agreement.
9. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
 - A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. SECTION a109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the ground of race, color, national origin, creed, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
 - C. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
 - ii. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - iii. The Consultant will cause the foregoing provisions in this Section 11 to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - iv. The Consultant will include the provisions i. through iii. in every subcontract or purchase order unless exempted.
10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.
 - A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business

concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

11. SECTION 503 HANDICAPPED (IF \$2,500 OR OVER) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:

- A. The parties will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and for training, including apprenticeship.
- B. The contractor agrees to comply with applicable rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the applicable rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation to take affirmative action

to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF BASIC SERVICES**

Note: Listed services may not be required for this Texas CDBG project, particularly those listed in Sections E, F, G and H. Consultant shall furnish only those services appropriate to the project.

A. General Administration

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish forms, policies, and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the Texas Community Development Block Grant Program (Texas CDBG) - Project Implementation Manual (PIM).
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the Texas Department of Agriculture - Office of Rural Affairs (Department) or the U.S. Department of Housing and Urban Development (HUD).
6. Assist Client in meeting all special condition requirements identified in the Department contract.
7. Prepare and submit to Department Client's required Quarterly Progress Report, Minority Business Enterprise Report, and Recipient Disclosure/Update Report.
8. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
9. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.*
10. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

B. Financial Management

1. Assist Client in proving its ability to manage the grant funds to the state's audit division.
2. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
3. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.
4. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.
5. Assist the Client in establishing procedures to handle the use of any Texas CDBG program income.

C. Environmental Review*

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other interested parties.
3. Coordinate any third-party professional services required to complete the assessment (third-party professional services are outside the scope of this agreement and their costs shall not be borne by Consultant, see Section IV of this Agreement)
4. Document consideration of any public comments.
5. Assist with compliance with Executive Order 11988 for projects located in flood plain.
6. Prepare and submit related public notices.
7. Prepare Request for Release of Funds and Certifications.

D. Basic Acquisition Activities**

1. Prepare required acquisition report(s).
2. Advise Client of general procedures required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as they pertain to the project.

E. Construction Phase Management—Force Account (if required)*

1. Assist Client in determining whether and/or what Texas CDBG contract activities will be carried out in whole or in part via force account labor.
 2. Assist Client in determining whether or not it will be necessary to hire temporary employees to specifically carry out Texas CDBG contract activities.
 3. Assist Client in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
- F. Construction Phase Management—Bid/Contract Type (if required)
1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity.
 2. Assist Client in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
 3. Provide assistance to or act as local labor standards officer for this project.
 4. Request wage rate from Department.
 5. Request bid packet, bid advertisement, bid tabulation, and contract prepared by engineer to review upon receipt for compliance with Texas CDBG requirements.
 6. Make ten-day call to Department.
 7. Verify construction contractor and any subcontractors for eligibility.
 8. Submit start of construction documents to Department.
 9. Attend (conduct if necessary) pre-construction conference and prepare minutes.
 10. Review weekly payrolls and conduct compliance follow-ups.
 11. Submit any additional classifications to Department.
 12. Coordinate employee interviews to evaluate Davis-Bacon wage compliance.
 13. Request from engineer and upon receipt process and submit change orders to Department.
 14. Maintain Monthly Employment Utilization Reports.
 15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
- G. Construction Phase Management—Housing Rehabilitation/On-Site Sewage Facility (if required)
1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity, minimum wage and overtime pay requirements
 2. Develop/edit Housing/OSSF Program Guidelines
 3. Coordinate with client personnel on guidelines, process/procedures
 4. Publicize and conduct program applicant in-take sessions
 5. Review program applications for eligibility
 6. Track then score/rank completed, eligible participant applications for Client approval
 7. Develop/coordinate applicant agreements
 8. Coordinate procurement of third-party experts as needed (lead paint, soil/site evaluator)
 9. Coordinate with local officials as needed (inspection, permitting)
 10. Develop bid packages
 11. Verify construction contractor and any subcontractors for eligibility with Department
 12. Conduct pre-construction conferences
 13. Process and submit change orders to Client and Department
 14. Conduct (Housing) or coordinate (OSSF) required inspections
 15. Obtain final permit/inspection reports and submit to Department
- H. Service Line Replacement on Private Property (if required)
1. Assist Client in establishing local program guidelines.
 2. Prepare proposed guidelines for review by Client and Department.
 3. Prepare resolution for Client adopting local program guidelines.
- I. Equal Opportunity/Fair Housing
1. Maintain documentation of all project beneficiaries by ethnicity and gender.
 2. Prepare Section 3 and Affirmative Action Plan.
 3. Prepare all Section 504 requirements.

4. Assist the Client in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

J. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Monthly Employment Utilization Report, Recipient Disclosure/ Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Client in responding to any monitoring findings and resolving any third party claims.
3. Provide auditor with Texas CDBG audit guidelines.

*Services related to contract amendments or modifications, reassessment of the Environmental Review Record resulting from a contract amendment, or documentation of in-kind contributions or force account labor exceeding \$25,000 may be subject to additional charges payable to GrantWorks (see Section IV of this Agreement).

**Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks does not bill for this basic acquisition activity under its standard contract. If additional acquisition services are required, including any or all of the following activities, an additional charge may be negotiated with the Client: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations, securing signatures, filing of records, securing appraisals or surveys, providing market value estimates, coordinating with appraisers, surveyors, or other third parties. These additional charges will be paid using grant funds if available. At its sole discretion, GrantWorks may choose to donate any additional acquisition services in the interest of successful program implementation and enhanced client relationship. However, costs for any third-party acquisition services shall be the Client's responsibility.

Additional General Terms Regarding Third-Party Services

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Party Service Providers") or is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Party Service Providers' work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by third parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance of Consultant described in this Agreement based on the provision of information to third parties shall be based on information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.



Exhibit A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Galloway Insurance Agency, 1310 S Water, Burnet TX 78611. CONTACT NAME: April Roberts, PHONE: (512) 756-2988, FAX: (512) 756-7308, E-MAIL ADDRESS: april@gallowayinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Sentinel Insurance Company, LTD 11000; INSURER B: Mercury Insurance Company 27553; INSURER C: Hartford Accident and Indemnity 22357; INSURER D: Twin City Fire Insurance 29459; INSURER E: ; INSURER F: .

COVERAGES CERTIFICATE NUMBER: Cert 5/22/14-2015 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (COMMERCIAL GENERAL LIABILITY, CLAIMS-MADE OCCUR), B AUTOMOBILE LIABILITY (ANY AUTO, HIRED AUTOS, SCHEDULED AUTOS, NON-OWNED AUTOS), A UMBRELLA LIAB (EXCESS LIAB, RETENTION \$ 10,000), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?), D Directors/Officers/EPLI.

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

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: steve.floyd@co.tom-green.t, Tom Green County, 112 West Beauregard, San Angelo, TX 76903. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Kyle Stripling/APRIL [Signature]

COMMENTS/REMARKS

Please be advised that Waiver of Subrogation coverage is automatically provided by the Business Liability Coverage Form SS0008