

THE STATE OF TEXAS §

COUNTY OF HARRIS §

LEAD-BASE PAINT HAZARD REDUCTION
CONSTRUCTION AGREEMENT

ARTICLE I.
PARTIES

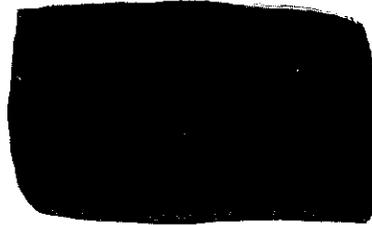
THIS LEAD-BASED PAINT HAZARD REDUCTION CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the CITY OF HOUSTON, a home-rule city of the State of Texas, principally situated in Harris County, Texas (the "City"), and [REDACTED] ("Contractor") a corporation doing business in the State of Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City

Director of Department of Health
And Human Services
or Designee
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor



Index

The City and the Contractor hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

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- B. Equal Employment Opportunity Compliance
- C. Budget
- D. Drug Policy Compliance Agreement
- E. Drug Policy Compliance Declaration
- F. Certification of No Safety Impact Positions
- G. Lead Base Paint Hazard Control Round 15 Grant Agreement For Single Family Homeowners

Signatures

The parties have executed this Agreement in multiple copies, each of which is an original.

WITNESS

By

Name:

Title:

By

Name:

Title:

Tax Identification No

ATTEST/SEAL:



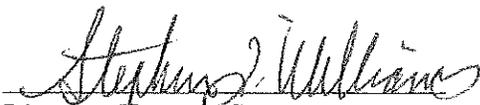
City Secretary

CITY OF HOUSTON, TEXAS

Signed by:


Mayor

APPROVED:



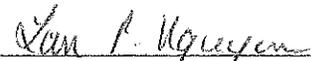
Director, Houston Department
of Health and Human Services

COUNTERSIGNED BY:



City Controller

APPROVED AS TO FORM:



Sr. Assistant City Attorney
L.D. File No. 0381300123001

DATE COUNTERSIGNED:

2-18-14

ARTICLE 2.
DEFINITIONS

Unless the context otherwise requires, whenever used in this Agreement, the following words and terms shall have the meanings ascribed to them as follows:

Building Code means the Building Code of the City of Houston, as amended from time to time.

Certificate of Final Completion means the certificate issued by the Director that certifies all work for a particular Property has been properly completed under the terms of this Agreement.

City is defined in the preamble of this Agreement.

Contract means this document, the Work Write-up (including specifications, plans and drawings and any approved change orders), the instructions to bidder, and all other documents that are incorporated herein by reference.

Director means the Director of the City's Department of Health and Human Services or any person designated by the Director to perform the various functions assigned to the Director under this Agreement.

Homeowner means the owner(s) of the land and improvements to be abated, who has entered into a "Lead Base Paint Hazard Control Round 15 Grant Agreement For Single Family Homeowners" agreement with the City" (Exhibit "H").

HUD shall mean the United States Department of Housing and Urban Development.

Notice to Proceed means a written communication from the Director to Contractor instructing Contractor to begin performance.

Property means the land and improvements to be abated.

Subcontractor means any person, firm, or corporation who has a direct contract with the Contractor to perform any portion of the Work or to provide materials or equipment to be incorporated into the Work.

Work means all labor necessary to complete the lead-based paint hazard reduction work on the Property required by the Work Write-up, and all materials and equipment incorporated or to be incorporated in the Property during the course of such lead-based paint hazard reduction work.

Work Write-up means any specifications, plans and drawings required by the Director and the itemized list of all Work approved by the Director, together with any change orders approved by the Contractor, the Homeowner and the Director.

ARTICLE 3.
DUTIES OF CONTRACTOR

3.01--Scope of Services.

For each Property specified by the Director, Contractor shall perform lead-based paint hazard reduction work in accordance with the Work Write-up issued by the Director and in accordance with the terms and provisions of Exhibit "A".

3.02--Inception of Work.

For each Property, the Work to be performed under this Agreement shall commence on the date specified in the Notice to Proceed issued by the Director for such Property. The Work shall be completed within **15 working days** from the commencement date specified in the Notice to Proceed. The Contractor must notify as soon as possible in writing to the City if Contractor anticipates any delay that may occur, including the reason for delay.

3.03--Unauthorized Work.

The Contractor understands that the City shall not be liable for any Work outside the scope of the Work Write-up, which Work has not been approved in writing by the Director.

3.04--General Standard of Performance.

The Contractor shall execute the Work as directed by this Agreement in the most sound, workmanlike and substantial manner. Labor shall be performed by skilled and competent craftsmen. The Director shall have the right to have personnel removed from the job who are not performing their services in a workmanlike manner.

3.05--Conformity with Specifications.

The Contractor shall conduct the Work required in strict conformance with this Agreement including any modifications agreed to in writing by the Director and the Homeowner.

3.06--Codes.

The Contractor shall perform all Work in compliance with standards set by the Housing, Building and Fire Codes of the City of Houston. To the extent of conflict between any of the foregoing codes and standards, the more restrictive shall apply. The Contractor shall obtain and pay necessary fees for all building permits and inspections required by the City and shall furnish a copy of same to the Director. Inconsistencies or conflicts between this Agreement and the Building Code shall be resolved by giving precedence to the Building Code. If renegotiation and/or modification of this Agreement are necessary to comply with the Building Code, then the parties shall agree to a modification of this Agreement.

3.07--Other Laws.

The Contractor shall also comply with all other applicable laws, ordinances, codes, rules and regulations of the federal, state and local governments, whether or not covered by the Work Write-up. The Contractor agrees to carry out the activities described in this Agreement, in accordance with all applicable laws, including but not limited to the provisions in 24 Code of Federal Regulations Part 35.

3.08--Variances.

If the Contractor observes that the Work Write-up is at variance with applicable laws, rules, ordinances, and/or regulations bearing on the conduct of the Work, it shall promptly notify the Director in writing. If the Contractor performs Work which it knows or reasonably should know is contrary to any governing laws or ordinances, the Contractor shall bear all costs and damages arising therefrom.

3.09--Protective Measures.

A) The Contractor is responsible for the care and safekeeping of the housing unit and all Work until its completion. The contractor will insure that the premises are properly marked with signage approved by the Director. The Contractor shall take measures to adequately protect the Property from damage due to vandalism, from damage due to equipment, vehicles, tools, or operations employed in the execution of the Work under this Agreement, and from damage due to exposure to the elements which results from the execution of the Work under this Agreement. Upon completion of the Work, the Contractor shall clear and remove all surplus materials, refuse, dirt, and rubbish resulting from the Work performed under this Agreement.

B) The Contractor is responsible for containing all lead dust, paint chips, paint, debris and any other lead contaminated material during abatement and clean-up until the Work is complete. Containment methods required during lead-based paint hazard reduction activities will be performed in a manner that will protect all non-contaminated areas (on and/or off the property) from lead contamination in accordance with the Texas State Department of Health's Texas Environmental Lead Reduction Rules (TELRR) - 25 Texas Administrative Code.

3.10--Time Extensions.

If Contractor requests an extension of time to complete its performance, then the Director may, in his or her sole discretion, extend the time so long as the extension does not exceed ninety (90) days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

3.11--Compliance with Equal Opportunity Ordinance.

Contractor shall comply with all provisions of the City's Equal Employment Opportunity Ordinance as set out in Exhibit "B".

3.12--Minimum Delay Damages.

The Contractor and the City agree that a breach of this Agreement as to completion time will cause damage to the City, but further agree that such damage cannot be accurately

measured. Therefore, the parties agree that for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time limit set in this Agreement, or as extended, the Contractor shall pay the City minimum liquidated damages of \$100.00 per calendar day, which represent a reasonable forecast of just compensation for the harm to the City.

3.13--Warranty.

(a) The Contractor unconditionally warrants and guarantees any and all Work performed or materials supplied to be free of defects, omissions, unsoundness or flaws. This warranty includes any condition that may impair or tend to impair the safe and normal use, functioning or enjoyment of the Property resulting in any manner from any and all labor and/or materials used or supplied under this Agreement. Contractor agrees that Homeowners shall also be made a beneficiary to this warranty of the Work set forth under this section and that Homeowners shall also have the right to enforce actual damages against Contractor for breach of the warranty hereunder. The warranty period is two (2) years commencing on the date of the issuance of the Certificate of Final Completion. According to the following schedule the Contractor shall:

- (i) Repair or replace any and all defects or damages that arise out of defective workmanship or materials that appear within one (1) year from and after the date of issuance of a Certificate of Final Completion;
- (ii) Repair or replace any and all defects in or damages to wiring, piping and ductwork in the electrical, plumbing, heating and air conditioning systems that appear within two (2) years from and after the date of issuance of a Certificate of Final Completion and that arise out of defective workmanship or materials; and
- (iii) Repair or replace any and all major structural defects or damages that appear within two (2) years from and after the date of issuance of a Certificate of Final Completion that arise out of defective workmanship or materials if not related to active soils, termites or acts of God. A major structural defect or damage is defined as an actual defect in or damage to the load-bearing function and a defect or damage that actually affects or is imminently likely to produce a vital effect on the use of the Property for residential purposes.

All repairs or replacement shall be free of cost or charges for labor or materials to the Homeowner, whether or not the materials or equipment are guaranteed by the manufacturer or supplier.

(b) The warranty shall not be construed to limit or in any way modify any warranties or guarantees placed upon any materials, appliances, fixtures or devices by their manufacturers, or any components for which a longer period of warranty is required in this Agreement.

(c) The Contractor shall furnish the Homeowner with all manufacturers' and suppliers' written guarantees, warranties and operating instructions covering materials and equipment furnished under this Agreement, together with any documentation required for validation.

3.14--Contractor Qualifications:

Contractor must demonstrate its ability to perform lead-based paint hazard reduction activities by submitting evidence of the successful completion of training courses covering lead-

based paint hazard reduction. At a minimum, the Contractor shall furnish proof that employees have received instructions on the dangers of lead exposures, respirator use, decontamination procedures and OSHA regulations. **THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT IS FULLY EXPERIENCED AND PROPERLY QUALIFIED AS AN EXPERT TO PERFORM THE CLASS OF WORK REQUIRED UNDER THIS CONTRACT AND THAT IT IS PROPERLY LICENSED AS A LEAD ABATEMENT CONTRACTOR BY THE TEXAS STATE DEPARTMENT OF HEALTH, EQUIPPED, ORGANIZED, AND FINANCED TO PERFORM SUCH WORK PURSUANT TO SECTION 295.204 TEXAS ENVIRONMENTAL LEAD REDUCTION RULES.** Contractor, its subcontractors and all employees involved in lead based paint hazard reduction activities must be familiar with the following:

- A. The Department of Texas State Health Services Regulations for Texas Environmental Lead Reduction Rules (TELRR).
- B. The U.S. Department of Labor-Occupational Safety and Health Administration's (OSHA) Lead Exposure in Construction Regulations (Code of Federal Regulations Title 29, Part 1926.62).

3.15--Pre-Construction Requirements:

The Contractor shall adhere to all City of Houston Platting and permitting procedures and standards for lead-based paint hazard reduction work, and the City of Houston Building Code.

3.16--Side Agreements.

The Contractor agrees not to enter into any side agreements with the Homeowner for additional Work, changes to the Work, or materials over and above those specified in this Agreement. Any additional Work or changes to the Work shall be performed only pursuant to change orders approved in writing by the Director and Homeowner.

3.17--Insurance.

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

- (1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

<u>(Coverage)</u>	<u>(Limit of Liability)</u>
Workers' Compensation	Statutory for Workers' Compensation.
Employer's Liability	Bodily Injury by accident \$100,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$100,000 (each employee)

Commercial General Liability:
Including Broad Form
Coverage, Contractual
Liability, Bodily
and Personal Injury,
and Completed
Operations

Bodily Injury and Property
Damage, Combined Limits of
\$500,000 each Occurrence
and \$1,000,000 aggregate

Automobile Liability Insurance
(for automobiles used by the
Contractor in the course of its
performance under this Agreement,
including Employer's Owned,
Non-Owned and Hired Auto
Coverage)

\$1,000,000 combined single limit
per occurrence

Environmental Impairment
Liability

\$500,000 for lead

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.
- (4) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless Contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five

days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- (10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- (11) Proof of Insurance.

(a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance with the required endorsements, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

3.18--Payment of Subcontractors.

Contractor shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Agreement. **CONTRACTOR AGREES TO PROTECT, DEFEND, AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE SUCH PAYMENTS.**

3.19--RELEASE.

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.20--INDEMNIFICATION.

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) **CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, ("CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) **THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.21--INDEMNIFICATION PROCEDURES.

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.22—Subcontractor's Indemnity.

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS TO INCLUDE IN THEIR SUBCONTRACTS A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

3.23--Subcontractors.

CONTRACTOR MUST CERTIFY TO THE DIRECTOR THAT SUBCONTRACTORS WHO PROVIDE ANY MATERIALS OR PERFORM ANY OF THE WORK UNDER THIS AGREEMENT ARE LICENSED, REPUTABLE AND COMPETENT.

(a) Writing required. All agreements with Subcontractors must be in writing and must contain the clauses requiring compliance with the federal requirements set forth in Section 3.13 of this Agreement.

(b) Licenses. To the extent that any Work to be performed under this Agreement requires a license, the Contractor shall furnish the Director with the name of the licensee and the number of the license under which the Work will be performed.

3.24--Drug Detection and Deterrence.

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "E." Contractor shall

submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

3.25--Pay or Play.

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7-Revised and shall comply with its terms and conditions.

ARTICLE 4. **DUTIES OF CITY**

4.01--Payment.

For each Property, the Contractor shall be compensated for the items of Work specified in the Work Write-up in accordance with the prices set forth in Exhibit "C". Upon completion of the Work at each Property, the Contractor shall submit an invoice for payment for Work performed to the Director. Disbursements shall be made only for Work that has been completed and approved by the Director and only upon issuance of a Certificate of Final Completion for each Property. Disbursements must be authorized in writing by the Director. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

If there is a dispute between the Contractor and the Director as to the right of the Contractor to receive payment, then the City shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify the Contractor of the dispute and request clarification or remedial action. After the dispute is settled, the Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

4.02--Inspections.

The Director shall have the right to inspect the work site to ensure compliance with all applicable laws, ordinances, regulations, and this Agreement.

4.03--Taxes.

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. The Contractor's invoices to the City shall not contain assessments of any of these taxes. The City exemption certificate and federal tax identification number will be furnished by the Director to the Contractor where necessary to document this tax exemption.

4.04--Limit of Appropriation.

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$431,720.00** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. -When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

ARTICLE 5.
TERM AND TERMINATION

5.01--Contract Term.

This Agreement is effective on December 1, 2013 and remains in effect for three (3) years, unless sooner terminated under the terms of this Agreement ("Initial Term").

5.02--Renewals

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two (2) successive one-year terms each on the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then current term.

5.03--Termination for Convenience by the City.

The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section 4.01, unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.04--Termination for Cause by Contractor.

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the

proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

5.05--Termination for Cause by City.

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

ARTICLE 6.
MISCELLANEOUS

6.01--Notices.

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

6.02--Architectural Barriers.

If applicable, the Contractor agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and Article 601b, Section 7.01 et seq., Vernon's Texas Civil Statutes Annotated, which are applicable to buildings and facilities constructed with federal funds, and which impose standards and specifications for making buildings accessible to and functional for the physically handicapped.

6.03--Maintenance of Records.

The Contractor shall maintain all records concerning this Agreement for three years from the expiration date of this Agreement unless a longer period is required. The Contractor will give the City, HUD, the Comptroller General of the United States, the General Accounting Office, or any of their duly authorized representatives access to and the right to examine, copy or reproduce all records pertaining to this Agreement. The right to access shall continue as long as the records are required to be maintained.

6.04--Court Actions.

The Contractor agrees to give the City immediate notice in writing of any actions or suits filed and prompt notices of any claims made against the City, the Contractor or any of the parties involved in the implementation and administration of this Agreement.

6.05--Certification Regarding Lobbying.

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influence 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Grant, the entering into of any cooperative agreement and the extension, continuation, renewal amendment or modification of any Federal contract, grant or cooperative agreement.

(2) If any funds, other than Federally 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 or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure, Form to Report Lobbying", in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

6.12--Survival.

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

6.13--Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

6.14--Remedies Cumulative.

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

6.15--Enforcement.

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

6.16--Successors and Assigns.

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

6.17--Business Structure and Assignments.

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

6.06--Force Majeure.

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:
- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5. If the Force Majeure continues for more than twenty (20) days from the date performance is affected, the Director may terminate this Agreement by giving 7 days written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

6. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

6.07--Independent Contractor.

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

6.08--Entire Agreement.

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

6.09--Applicable Laws.

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

6.10--Captions.

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

6.11--Non-Waiver.

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

6.18--Severability.

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

6.19--Written Amendment.

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.20--Contractor Debt.

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE/SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

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EXHIBIT "A"

SCOPE OF SERVICES

The following is the scope of services to be provided by the Contractor during the Contract for Lead-Based Paint Hazard Reduction work. All of the contractors, supervisors and workers performing Lead-Based Paint Hazard Reduction for the Bureau of Community and Children's Environmental Health (BCCEH) must be certified to perform lead hazard reduction activities by the Texas State Department of Health Services (TSDHS) as listed in Texas Environmental Lead Reduction Rules (TELRR) - 25 Texas Administrative Code. Contractors must follow all local, state and federal rules and regulations governing lead based paint hazard reduction activities while performing any work for the BCCEH.

Specifications: A typical housing unit may consist of the following:

- 1000-1500 sq. ft. of living area
- 3 Bedrooms
- 1 Bath
- 12 Windows, wood framed
- 14 Doors
- Tile floors in kitchen and bathroom
- Wood floors in all other living areas
- Occasionally some housing units will have carpet
- External walls may be wood, brick, stone, or a combination of materials
- Foundations may be pier and beam or concrete slab.

Performance Standards:

The Contractor shall perform the following tasks as directed by the Director

A. FOUNDATION

Description

1. Replace all damaged, deteriorated & sagging sills with new and matching size treated sills (no splicing permitted).
2. Provide topsoil or bank sand & level yard beginning at foundation of house (at each side of house), to provide for drainage away from structure.
3. Provide topsoil or bank sand and grade entire yard to assure positive drainage to street.
4. Remove existing and install riser pre-cast step with landing and handrail at front and rear exterior door.

B. ROOF SYSTEM:

Description

1. Replace all damaged & deteriorated railer tails.
2. Install new fascia board to complete perimeter of roof.
3. Install new 1x2 inch shingle mould to complete perimeter of roof.
4. Install new galvanized metal cave strip to complete perimeter of roof
5. Replace all damaged and deteriorated soffit material with new and matching material.
6. Install new freeze board with screen ventilation to complete perimeter of house.
7. Re-screen all existing gable vents.
8. Remove existing roof covering to expose decking.
9. Remove existing roof to include all decking & railers front porch included.
10. Replace all damaged, deteriorated and water soaked decking.
11. Install new 1/2 inch CDX plywood decking to roof.
12. Install new galvanized metal flashing to waterproof valleys and walls.
13. Apply no. 1-15 lb. Roofing felt over entire area of roof.
14. Apply no. 1-30 lb roofing felt over entire area of roof
15. Install new no. 1-20 year composition shingles in full accordance with the Manufacturer's recommendations.
16. Install new soffit to entire perimeter of roof. Soffit shall be properly ventilated.
17. Install new no. 1-90 lb composition roll roofing to entire area of flat roof.

C. PORCHES:

Description

1. Remove existing ceiling and furr down from front porch & install new 1x4 inch tongue and groove wooden ceiling and furr down. Prime all new wood full coverage.
2. Remove existing ceiling and furr down from front porch and install new 1 / 2 inch plywood ceiling and furr down.
3. Remove existing flooring on front porch & install new 2x6 inch treated wooden flooring.
4. Install new 1x 6 inch tongue & groove ceiling (no. 1 lumber) on front porch.
5. Replace all wooden posts on front porch with new and matching posts. Prime all new wood, full coverage.
6. Repair damaged concrete on front porch & paint concrete decking full coverage.
7. Overlay porch floors with 3/4 inch CDX plywood (smooth on one side).

D. EXTERIOR WALLS

Description

1. Install new vinyl siding and trim to entire exterior of walls to include all openings and corners. All installation shall be in strict accordance to manufacturer's recommendations and instructions. Installation will include Tyvek Wrap or

- product of equal value.
2. Prime and paint exterior of house full coverage to include all trim and openings (semi-gloss enamel paint).
 3. Remove all existing exterior siding to exposed wall studs.
 4. Remove and replace all damaged and deteriorated exterior siding, window and door trim & corner board with new and matching material. Prime all new wood full coverage.
 5. Replace all damaged, deteriorated and termite infested exterior walls, window and door framing.
 6. Install new-galvanized gable vents with screens (24x30 inch).
 7. Install new 5/8 inch thick T- 111 siding (4 inch spacing with 1/4 inch grove) to entire exterior of walls to include trim at all openings, corners, windows, and doors.
 8. Caulk around all framed of doors, windows and other openings for weatherproofing.
 9. Prime and paint exterior of house full coverage to include all trim and openings (semi-glass enamel paint).

E. WINDOWS

Description

1. Replace all existing window screens with new and proper size aluminum window screens.
2. Replace all existing windows with new aluminum window units & half screens. Use Keller or equal. Clean all windows after installation.
3. Replace all interior windows trim with new and matching window trim (use no. 1 grade wood).
4. Replace existing windows with new stock window units and half screens (to include framing as needed). Use Keller or equal. Clean windows after installation.
5. Replace all exterior windows trim with new and matching window trim (Use No. 1 grade wood).
6. Replace all damaged and deteriorated exterior window framing and trim on all existing windows.
7. Remove all windows and re-install after framing work.
8. Replace all existing window screens with new and proper size aluminum window screens.
9. Refurbish all existing aluminum windows by replacing all missing and damaged hardware broken windowpanes, and assuring proper open/close/lock operation.
10. Replace windowsills and trim to match existing sills and trim or overlay existing windowsills and trim with 1/4 inch finish plywood.
11. Replace interior windowsills.

F. DOORS

Description

1. Install aluminum storm door and hardware complete (No. 22 Keller or No. 135 T Spartan or equal). Clean all doors after installation.
2. Install new interior hollow core wooden pre-hung door units including locks and trim complete. Bathroom & bedrooms shall have privacy lock.
3. Install new keyed alike entry and single dead bolt lock on both exterior doors.
4. Replace existing front and rear exterior doors with new 1 ¾ inch solid core pre hung wooden or metal door units to include: (A) single dead bolt lock. (B) Entry lock (C) Peep hole.
(D) Threshold with vinyl strip. (E) Weather-strip. (F) New casing and trim.
5. Eliminate (close-in) door & window opening. All work shall meet City of Houston Building Code.
6. Replace existing garage door with new 8 ft x 7 ft. four sectional metal overhead door to include lock and all necessary hardware ensure proper open/close/lock operation.
7. Replace existing garage door with new 16ft. x 7 ft. four sectional metal overhead door to include lock and all necessary hardware ensure proper open/close/lock operation.
8. Replace interior door w/ new hollow core wooden door. Include hardware. Bedrooms & baths shall have privacy looks. Paint or stain complete door.
9. Install new interior door only.

G. WALLS & CEILING

Description

1. Tape, float, sand, medium texture & paint interior of house, full coverage, to include all trim and openings.
2. Install 14x14 inch access door for bathtub plumbing.
3. Replace all damaged, deteriorated and sagging ceiling joists and interior wall studs throughout entire house.
4. Install new ½ Sheetrock on walls & ceiling.
5. Install new water resistant sheetrock in bathtub alcove.
6. Replace damaged sheetrock walls and ceiling. Repair all cracks and poorly taped and floated sheetrock on walls and ceiling.
7. Replace all damaged and deteriorated interior door & window trim. All new wood shall be primed & No.1 grade.
8. Replace all interior door and window trim. All new wood shall be primed & No. 1 grade.
9. Install new pre-finished wooden wall paneling over existing walls to include wood trim.
10. Install new ceramic wall tile in bathtub alcove per Building Code.
11. Paint interior walls, full coverage.
12. Prime and paint or stain & varnish interior trim. Full coverage. Wet scrape & prepare all surfaces prior to priming, painting, staining or varnishing.
13. Prime and paint interior trim, full coverage using paint.

H. CABINETS

Description

1. Remove existing wall and base cabinets and install pre-finished wooden wall cabinets and furrdown of pre-finished wooden base cabinets (pressed wood is unacceptable).
2. Remove existing counter top and install a new laminated plastic countertop, with 4-inch back splash (pressed wood unacceptable).
3. Install new pre-finished wooden linen wall cabinet in bathroom, match existing size (pressed wood unacceptable).
4. Install new standard quality medicine cabinet with mirror in bathroom.
5. Install new bright chrome plated accessories in bathroom to include paper holder, soap dish, toothbrush/tumbler, towel bar, and shower curtain rod.
6. Prime and paint cabinets using oil-based paint.

I. FLOORS

Description:

1. Remove existing floor covering throughout entire house.
2. Scrape away all foreign matter and ensure that floor has smooth finish surface throughout entire house.
3. Replace all damaged and deteriorated underlayment and sub-flooring throughout entire house and ensure all flooring is leveled and of the same elevation.
4. Install new 1/2 inch exterior grade plywood underlayment (ac or be, smooth on one side) over entire floor area.
5. Install new baseboard to entire perimeter of floor throughout entire house.
6. Install new 1/8 inch thick, 12x12 inch vinyl tile floor covering with metal trim to entire floor area of house.
7. Install new shoe mould to entire perimeter of floor throughout entire house.
8. Install new shoe mould to entire perimeter of entire kitchen, bathroom, and utility room.
9. Sand, seal and varnish existing wooden floors.
10. Install new pad & carpet.

J. PLUMBING

Description

1. Install new wax ring and reset existing water closet.
2. Reroute waste water pipes and tie into the sewer.
3. Remove and replace existing water closet.
4. Install new two compartments, minimum 7-inch deep stainless steel sink completed with faucets (Delta or equal), PVC waste and trim, water supply lines and cut-off valves in kitchen.
5. Remove existing kitchen sink & re-install with new PVC waste and trim, new and approved hot & cold water supply lines with cut-off valves, after installation of new base cabinets.

6. Replace existing lavatory faucet with new faucet (delta or equal).
7. Remove existing wall hung lavatory in bathroom and re-install in an approved manner with new PVC waste and trim.
8. Remove existing vanity in bathroom and install new 25x19 inch vanity (press wood unacceptable) complete faucets (delta or equal), mechanical drain, trap, PVC waste & trim water supply lines and cut-off valves.

K. CENTRAL ITEMS

Description

1. Install one battery-operated smoke detector in hall and provide one-year warranty.
2. Install new 3/8-inch ad underlayment to complete floor area to exclude front porch.
3. Install new chain link fence including walk and drive gates
4. Haul away all construction related debris weekly. Rake yard clean of all small construction debris. Clean house thoroughly of dust and debris.
5. Contain lead dust and debris by using 6mm plastic sheeting to cover floors and/or ground and any open entrances to uncontaminated areas.

Materials. Unless otherwise stated herein, the materials and equipment used and installed must be new and of the best quality as specified in the Work Write-up. This provision shall not be construed to exclude any products or materials with merit equal to or greater than the products or materials specified in the Work Write-up, provided that the Director has approved any substitution in writing.

Manufacturer's Specifications. All Work and materials must be applied and installed in accordance with the latest applicable manufacturer's instructions and specifications. Any deviation from said instructions and specifications must receive the prior written approval of the Director.

Orders for Improvement. The materials, methods, tools and equipment adopted by the Contractor shall be such as, in the opinion of the Director, will ensure a satisfactory quality of Work and will enable the Contractor to complete the Work in the time specified in this Agreement. If at any time the materials, methods, tools and equipment appear to be inadequate, the Director may order the Contractor to improve their character or efficiency, and the Contractor shall conform to such orders. Failure of the Director to order an improvement under this paragraph will not relieve the Contractor from its obligation to perform satisfactory Work and to finish it in the time as agreed upon.

Disposal. The Contractor will dispose of all waste resulting from lead hazard reduction in accordance with State Regulations and the Federal "Resource Conservation and Recovery Act of 1976" administered by the EPA.

Climatic Conditions. The Director may order the Contractor to suspend any Work that may be damaged by climatic conditions. When delay is caused by an order to suspend Work because of climatic conditions that could reasonably have been foreseen, the Contractor will not be entitled to any extension of time on account of such order.

Walk-through List and Certificate of Completion.

(a) Walk-through List. After the Contractor has completed the Work under this Agreement and any change orders, the program manager shall arrange a walk-through inspection of the Property by the Homeowner, the Contractor and the City Inspector, together. The City Inspector shall make a list of items which the Homeowner, the Contractor or the Inspector determines are in need of correction or completion. The City Inspector shall provide a copy of the completed walk-through list to the Contractor and to the Homeowner.

(b) Clearance Testing. Upon the completion of lead-based paint hazard reduction, the BCCCEH Environmental Investigator will perform a follow-up environmental inspection and clearance test on each housing unit to determine if the lead hazard reduction has been completed in conformance with local, state and federal standards. Lead dust levels must meet the levels set forth by local, state and federal guidelines for clearance levels of housing units being abated. Lead-based paint hazard reduction on housing units will not be considered complete until the housing unit has passed clearance testing.

(c) Certificate of Final Completion. The Director shall issue a Certificate of Final Completion after he determines that all Work to be performed under this Agreement is complete and all materials have been supplied, and after the Homeowner has authorized its issuance in writing.

EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, as amended and superseded, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246, as amended and superseded, and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, as amended and superseded, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, as amended and superseded, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, as amended and superseded, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended and superseded, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause of his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed

at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "C"

BUDGET

(See attached)

Exhibit C

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
CB01	REPLACE CABINETS	REMOVE EXISTING WALL AND BASE CABINETS AND INSTALL PRE-FINISHED WOODEN WALL CABINETS AND FURR DOWN & PRE-	REMOVE EXISTING WALL AND BASE CABINETS AND INSTALL PRE-FINISHED WOODEN WALL CABINETS AND FURR DOWN & PRE-FINISHED WOODEN BASE CABINETS (PRESS WOOD UNACCEPTABLE).	LF	\$132.00
CB02	REPLACE COUNTER TOPS	REMOVE EXISTING COUNTER TOP AND INSTALL A NEW LAMINATED PLASTIC COUNTER TOP WITH 4 INCH BACK SPLASH	REMOVE EXISTING COUNTER TOP AND INSTALL A NEW LAMINATED PLASTIC COUNTER TOP WITH 4 INCH BACK SPLASH (PRESS WOOD UNACCEPTABLE).	LF	\$40.70
CB03	INSTALL NEW LINEN CABINET	INSTALL NEW PRE-FINISHED WOODEN LINEN WALL CABINET IN BATHROOM, MATCH EXISTING SIZE (PRESS WOOD UNACCEPTABLE).	INSTALL NEW PRE-FINISHED WOODEN WALL CABINET IN BATHROOM, MATCH EXISTING SIZE (PRESS WOOD UNACCEPTABLE).	EA	\$165.00
CB04	NEW MEDICINE CABINET	INSTALL NEW STANDARD QUALITY MEDICINE CABINET WITH MIRROR IN BATHROOM.	INSTALL NEW STANDARD QUALITY MEDICINE CABINET WITH MIRROR IN BATHROOM.	EA	\$82.50
CB05	NEW BATH ACCESSORIES	INSTALL NEW BRIGHT CHROME PLATED ACCESSORIES IN BATHROOM TO INCLUDE PAPER HOLDER, SOAP DISH,	INSTALL NEW BRIGHT CHROME PLATED ACCESSORIES IN BATHROOM TO INCLUDE PAPER HOLDER, SOAP DISH, TOOTHBRUSH/TUMBLER, TOWEL BAR, AND SHOWER CURTAIN ROD.	EA	\$75.63
CB06	PAINT CABINETS, OIL-BASE	PRIME AND PAINT CABINETS USING OIL-BASED PAINT.	PRIME AND PAINT CABINETS USING OIL-BASED PAINT.	SF	\$2.48
DR01	NEW ALUM. STORM DOOR	INSTALL ALUMINUM STORM DOOR AND HARDWARE COMPLETE (NO. 22 KELLER OR NO. 135T SPARTAN OR EQUAL). CLEAN ALL	INSTALL ALUMINUM STORM DOOR AND HARDWARE COMPLETE (NO. 22 KELLER OR NO. 135T SPARTAN OR EQUAL). CLEAN ALL DOORS AFTER INSTALLATION.	EA	\$190.30
DR02	NEW INTERIOR PRE-HUNG DOOR	INSTALL NEW INTERIOR HOLLOW CORE WOODEN PRE-HUNG DOOR UNIT INCLUDING LOCKS AND TRIM COMPLETE. ALL	INSTALL NEW INTERIOR HOLLOW CORE WOODEN PRE-HUNG DOOR UNIT INCLUDING LOCKS AND TRIM COMPLETE. ALL BATHROOMS AND BEDROOMS SHALL HAVE PRIVACY LOCK.	EA	\$214.50

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
DR03	EXTERIOR DOOR LOCKS	INSTALL NEW KEYED ALIKE ENTRY AND SINGLE DEAD BOLT LOCK ON BOTH EXTERIOR DOORS.	INSTALL NEW KEYED ALIKE ENTRY AND SINGLE DEAD BOLT LOCK ON BOTH EXTERIOR DOORS.	EA	\$55.00
DR04	REPLACE PRE-HUNG EXTERIOR DOOR	REPLACE EXTERIOR DOOR WITH NEW 1 3/4 INCH SOLID CORE PRE-HUNG WOODEN OR METAL DOOR UNITS TO INCLUDE: (A) SINGLE	REPLACE EXTERIOR DOOR WITH NEW 1 3/4 INCH SOLID CORE PRE-HUNG WOODEN OR METAL DOOR UNITS TO INCLUDE: (A) SINGLE DEAD BOLT LOCK (B) ENTRY LOCK (C) PEEP HOLE (D) THRESHOLD WITH VINYL STRIP (E) WEATHERSTRIP (F) NEW CASING AND TRIM.	EA	\$440.00
DR05	CLOSE IN AN OPENING	ELIMINATE (CLOSE-IN) DOOR & WINDOW OPENING. ALL WORK SHALL MEET CITY OF HOUSTON BUILDING CODE.	ELIMINATE (CLOSE-IN) DOOR & WINDOW OPENING. ALL WORK SHALL MEET CITY OF HOUSTON BUILDING CODE.	EA	\$181.50
DR06	REPLACE SINGLE GARAGE DOOR	REPLACE EXISTING GARAGE DOOR WITH NEW 8' X 7' FOUR SECTIONAL METAL OVERHEAD DOOR TO INCLUDE LOCK AND ALL	REPLACE EXISTING GARAGE DOOR WITH NEW 8' X 7' FOUR SECTIONAL METAL OVERHEAD DOOR TO INCLUDE LOCK AND ALL NECESSARY HARDWARE ENSURE PROPER OPEN/CLOSE/LOCK OPERATION.	EA	\$462.00
DR07	REPLACE DOUBLE GARAGE DOOR	REPLACE EXISTING GARAGE DOOR WITH NEW 16' X 7' FOUR SECTIONAL METAL OVERHEAD DOOR TO INCLUDE LOCK AND ALL	REPLACE EXISTING GARAGE DOOR WITH NEW 16' X 7' FOUR SECTIONAL METAL OVERHEAD DOOR TO INCLUDE LOCK AND ALL NECESSARY HARDWARE ENSURE PROPER OPEN/CLOSE/LOCK OPERATION.	EA	\$700.70
DR08	REPLACE INTERIOR (SLAB) HOLLOW DOOR	REPLACE INTERIOR DOOR W/ NEW HOLLOW CORE WOODEN DOOR. INCLUDE HARDWARE. BEDROOMS & BATHS SHALL HAVE PRIVACY	REPLACE INTERIOR DOOR W/ NEW HOLLOW CORE WOODEN DOOR. INCLUDE HARDWARE. BEDROOMS & BATHS SHALL HAVE PRIVACY LOCKS. PAINT OR STAIN COMPLETE DOOR.	EA	\$165.00
DR09	INSTALL NEW INTERIOR DOOR ONLY	INSTALL NEW INTERIOR DOOR ONLY	INSTALL NEW INTERIOR DOOR ONLY	EA	\$0.00
EW01	VINYL SIDING	INSTALL NEW VINYL SIDING AND TRIM TO ENTIRE EXTERIOR OF WALLS TO INCLUDE ALL OPENINGS AND CORNERS. ALL	INSTALL NEW VINYL SIDING AND TRIM TO ENTIRE EXTERIOR OF WALLS TO INCLUDE ALL OPENINGS AND CORNERS. ALL INSTALLATION SHALL BE IN STRICT ACCORDANCE TO MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS. (INCLUDE ALSO TYVEK WRAP	SQ	\$302.50
EW02	WET SCRAPE & PAINT EXTERIOR	PRIME & PAINT EXTERIOR, FULL COVERAGE TO INCLUDE ALL TRIM, SOFFIT, FACIA & PORCH CEILINGS. WET	PRIME & PAINT EXTERIOR, FULL COVERAGE TO INCLUDE ALL TRIM, SOFFIT, FACIA & PORCH CEILINGS. WET SCRAPE & PREPARE ALL SURFACES BEFORE PAINTING.	SF	\$2.20

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
EW03	REMOVE EXT SIDING	REMOVE ALL EXISTING EXTERIOR SIDING TO EXPOSE WALL STUDS.	REMOVE ALL EXISTING EXTERIOR SIDING TO EXPOSE WALL STUDS.	SF	\$0.77
EW04	REPLACE EXT WOOD	REMOVE AND REPLACE ALL DAMAGED AND DETERIORATED EXTERIOR SIDING, WINDOW AND DOOR TRIM & CORNER BOARD	REMOVE AND REPLACE ALL DAMAGED AND DETERIORATED EXTERIOR SIDING, WINDOW AND DOOR TRIM & CORNER BOARD WITH NEW AND MATCHING MATERIAL. PRIME NEW WOOD, FULL COVERAGE.	LF	\$3.03
EW05	NEW GABLE VENTS	INSTALL NEW GALVANIZED GABLE VENTS WITH SCREENS (24" x 30")	INSTALL NEW GALVANIZED GABLE VENTS WITH SCREENS (24" x 30")	EA	\$134.20
EW06	T111 SIDING	INSTALL NEW 5/8" THICK T-111 SIDING (4" SPACING WITH 1/4" GROVE) TO ENTIRE EXTERIOR OF WALLS TO INCLUDE TRIM AT ALL	INSTALL NEW 5/8" THICK T-111 SIDING (4" SPACING WITH 1/4" GROVE) TO ENTIRE EXTERIOR OF WALLS TO INCLUDE TRIM AT ALL OPENINGS, CORNERS WINDOWS, AND DOORS.	SF	\$2.20
EW07	CAULK EXTERIOR	CAULK AROUND ALL FRAMES OF DOORS, WINDOWS AND OTHER OPENINGS FOR WEATHERPROOFING.	CAULK AROUND ALL FRAMES OF DOORS, WINDOWS AND OTHER OPENINGS FOR WEATHERPROOFING.	TB	\$4.40
EW08	PAINT EXTERIOR (NO SCRAPING)	PRIME AND PAINT EXTERIOR OF HOUSE FULL COVERAGE TO INCLUDE ALL TRIM AND OPENINGS (SEMI-GLOSS ENAMEL PAINT).	PRIME AND PAINT EXTERIOR OF HOUSE FULL COVERAGE TO INCLUDE ALL TRIM AND OPENINGS (SEMI-GLOSS ENAMEL PAINT).	SF	\$1.05
EW09	WET SCRAPE EXTERIOR WALLS	WET SCRAPE FULL COVERAGE ALL EXPOSED EXTERIOR WOOD SURFACE TO INCLUDE ALL WINDOW AND DOOR TRIM	WET SCRAPE FULL COVERAGE ALL EXPOSED EXTERIOR WOOD SURFACE TO INCLUDE ALL WINDOW AND DOOR TRIM	SF	\$0.00
FL01	REMOVE FLOOR COVERING	REMOVE EXISTING FLOOR COVERING THROUGHOUT ENTIRE HOUSE.	REMOVE EXISTING FLOOR COVERING THROUGHOUT ENTIRE HOUSE.	SF	\$0.39
FL02	SCRAPE&SM OOTH FLOOR	SCRAPE AWAY ALL FOREIGN MATTER AND ENSURE THAT FLOOR HAS SMOOTH FINISH SURFACE THROUGHOUT ENTIRE	SCRAPE AWAY ALL FOREIGN MATTER AND ENSURE THAT FLOOR HAS SMOOTH FINISH SURFACE THROUGHOUT ENTIRE HOUSE.	SF	\$0.42

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
FL03	REPLACE SUBFLOORING	REPLACE ALL DAMAGED AND DETERIORATED UNDERLAYMENT AND SUB-FLOORING THROUGHOUT ENTIRE HOUSE AND	REPLACE ALL DAMAGED AND DETERIORATED UNDERLAYMENT AND SUB-FLOORING THROUGHOUT ENTIRE HOUSE AND ENSURE ALL FLOORING IS LEVELED AND OF THE SAME ELEVATION.	SF	\$3.50
FL04	NEW SUBFLOORING	INSTALL NEW 1/2" EXTERIOR GRADE PLYWOOD UNDERLAYMENT (AC OR BC, SMOOTH ON ONE SIDE) OVER ENTIRE	INSTALL NEW 1/2" EXTERIOR GRADE PLYWOOD UNDERLAYMENT (AC OR BC, SMOOTH ON ONE SIDE) OVER ENTIRE FLOOR AREA.	SF	\$1.43
FL05	NEW BASEBOARD	INSTALL NEW BASE BOARD TO ENTIRE PERIMETER OF FLOOR THROUGHOUT ENTIRE HOUSE.	INSTALL NEW BASE BOARD TO ENTIRE PERIMETER OF FLOOR THROUGHOUT ENTIRE HOUSE.	LF	\$1.56
FL06	NEW VINYL TILE	INSTALL NEW 1/8" THICK, 12" X 12" VINYL TILE FLOOR COVERING WITH METAL TRIM TO ENTIRE FLOOR AREA OF HOUSE.	INSTALL NEW 1/8" THICK, 12" X 12" VINYL TILE FLOOR COVERING WITH METAL TRIM TO ENTIRE FLOOR AREA OF HOUSE.	SF	\$2.42
FL07	NEW SHOE MOULD	INSTALL NEW SHOE MOULD TO ENTIRE PERIMETER OF FLOOR THROUGHOUT ENTIRE HOUSE.	INSTALL NEW SHOE MOULD TO ENTIRE PERIMETER OF FLOOR THROUGHOUT ENTIRE HOUSE.	LF	\$1.21
FL08	NEW SHOE MOULD, SPECIFIC	INSTALL NEW SHOE MOULD TO ENTIRE PERIMETER OF ENTIRE KITCHEN, BATHROOM, AND UTILITY ROOM.	INSTALL NEW SHOE MOULD TO ENTIRE PERIMETER OF ENTIRE KITCHEN, BATHROOM, AND UTILITY ROOM.	LF	\$0.00
FL09	SAND&SEAL FLOORS	SAND, SEAL AND VARNISH EXISTING WOODENS FLOORS.	SAND, SEAL AND VARNISH EXISTING WOODENS FLOORS.	SF	\$2.86
FL10	CARPET AND PAD	INSTALL NEW PAD & CARPET.	INSTALL NEW PAD & CARPET.	SY	\$19.65
FN01	REPLACE SILLS	REPLACE ALL DAMAGED, DETERIORATED & SAGGING SILLS WITH NEW AND MATCHING SIZE TREATED SILLS	REPLACE ALL DAMAGED, DETERIORATED & SAGGING SILLS WITH NEW AND MATCHING SIZE TREATED SILLS (NO SPLICING PERMITTED).	LF	\$6.60

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
FN03	ADD SOIL	PROVIDE TOP SOIL OR BANK SAND & LEVEL YARDBEGINNING AT FOUNDATION OF HOUSE TO PROVIDE FOR DRAINAGE AWAY	PROVIDE TOP SOIL OR BANK SAND & LEVEL YARDBEGINNING AT FOUNDATION OF HOUSE TO PROVIDE FOR DRAINAGE AWAY FROM STRUCTURE.	YD	\$29.70
FN04	ADD SOIL AND GRADE	PROVIDE TOP SOIL OR BANK SAND AND GRADE ENTIRE YARD TO ASSURE POSITIVE DRAINAGE TO STREET.	PROVIDE TOP SOIL OR BANK SAND AND GRADE ENTIRE YARD TO ASSURE POSITIVE DRAINAGE TO STREET.	YD	\$0.00
FN05	PRECAST RISER	REMOVE EXISTING AND INSTALL RISER PRE-CAST STEP WITH LANDING AND HANDRAIL AT FRONT AND REAR EXTERIOR	REMOVE EXISTING AND INSTALL RISER PRE-CAST STEP WITH LANDING AND HANDRAIL AT FRONT AND REAR EXTERIOR DOOR.	EA	\$171.60
INS	ANNUAL INSURANCE	ANNUAL INSURANCE REIMBURSEMENT	ANNUAL INSURANCE REIMBURSEMENT		\$5,000.00
MI01	SMOKE DETECTOR	INSTALL ONE BATTERY OPERATED SMOKE DETECTOR IN HALL AND PROVIDE ONE YEAR WARRANTY.	INSTALL ONE BATTERY OPERATED SMOKE DETECTOR IN HALL AND PROVIDE ONE YEAR WARRANTY.	EA	\$16.50
MI02	CHAIN LINK FENCE	INSTALL NEW CHAIN LINK FENCE INCLUDE WALK AND DRIVE GATES.	INSTALL NEW CHAIN LINK FENCE INCLUDE WALK AND DRIVE GATES.	LF	\$0.00
MI03	HAUL OFF DEBRIS	HAUL AWAY ALL CONSTRUCTION RELATED DEBRIS WEEKLY. RAKE YARD CLEAN OF ALL SMALL CONSTRUCTION	HAUL AWAY ALL CONSTRUCTION RELATED DEBRIS WEEKLY. RAKE YARD CLEAN OF ALL SMALL CONSTRUCTION DEBRIS. CLEAN HOUSE THOROUGHLY OF DUST AND DEBRIS.	LD	\$0.00
MI04	CONTAIN DEBRIS	CONTAIN LEAD DUST AND DEBRIS BY USING 6MM PLASTIC SHEETING TO COVER FLOORS AND /OR GROUND AND ANY OPEN ENTRANCES TO	CONTAIN LEAD DUST AND DEBRIS BY USING 6MM PLASTIC SHEETING TO COVER FLOORS AND /OR GROUND AND ANY OPEN ENTRANCES TO UNCONTAMINATED AREAS.	EA	\$0.00
MI05	HAUL AWAY DEBRIS	HAUL AWAY ALL CONSTRUCTION RELATED DEBRIS. RAKE YARD CLEAN OF ALL SMALL CONSTRUCTION	HAUL AWAY ALL CONSTRUCTION RELATED DEBRIS. RAKE YARD CLEAN OF ALL SMALL CONSTRUCTION DEBRIS. CLEAN HOUSE THOROUGHLY OF DUST AND DEBRIS.	LD	\$412.50

<i>Item</i>	<i>SlitDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
MI06	CONTAIN DUST	CONTAIN LEAD DUST AND DEBRIS BY USING 6MM PLASTIC SHEETING TO COVER FLOORS, FURNITURE, APPLIANCES, AND/OR	CONTAIN LEAD DUST AND DEBRIS BY USING 6MM PLASTIC SHEETING TO COVER FLOORS, FURNITURE, APPLIANCES, AND/OR GROUND AND ANY OPEN ENTRANCES TO UNCONTAMINATED AREAS.	EA	\$385.00
PL01	WAX RING ON TOILET	INSTALL NEW WAX RING AND RESET EXISTING WATER CLOSET.	INSTALL NEW WAX RING AND RESET EXISTING WATER CLOSET.	EA	\$41.25
PL02	REROUTE WASTE PIPES	REROUTE WASTE WATER PIPES AND TIE INTO THE SEWER.	REROUTE WASTE WATER PIPES AND TIE INTO THE SEWER.	LF	\$16.50
PL03	REPLACE TOILET	REMOVE AND REPLACE EXISTING WATER CLOSET.	REMOVE AND REPLACE EXISTING WATER CLOSET.	EA	\$275.00
PL04	NEW KITCHEN SINK	INSTALL NEW TWO-COMPARTMENT, MINIMUM 7" DEEP STAINLESS STEEL SINK COMPLETE WITH FAUCETS (DELTA OR	INSTALL NEW TWO-COMPARTMENT, MINIMUM 7" DEEP STAINLESS STEEL SINK COMPLETE WITH FAUCETS (DELTA OR EQUAL), PVC WASTE AND TRIM, WATER SUPPLY LINES AND CUT-OFF VALVES IN KITCHEN.	EA	\$275.00
PL05	REPLACE KITCHEN SINK	REMOVE EXISTING KITCHEN SINK & RE-INSTALL WITH NEW PVC WASTE AND TRIM, NEW AND APPROVED HOT & COLD WATER SUPPLY	REMOVE EXISTING KITCHEN SINK & RE-INSTALL WITH NEW PVC WASTE AND TRIM, NEW AND APPROVED HOT & COLD WATER SUPPLY LINES WITH CUT-OFF VALVES, AFTER INSTALLATION OF NEW BASE CABINETS.	EA	\$165.00
PL06	REPLACE LAVATORY FAUCETS	REPLACE EXISTING LAVATORY FAUCET WITH NEW FAUCET (DELTA OR EQUAL)	REPLACE EXISTING LAVATORY FAUCET WITH NEW FAUCET (DELTA OR EQUAL)	EA	\$97.63
PL07	REPLACE LAVATORY	REMOVE EXISTING WALL HUNG LAVATORY IN BATHROOM AND REINSTALL IN AN APPROVED MANNER WITH NEW PVC WASTE	REMOVE EXISTING WALL HUNG LAVATORY IN BATHROOM AND REINSTALL IN AN APPROVED MANNER WITH NEW PVC WASTE AND TRIM.	EA	\$110.00
PL08	REPLCE VANITY	REMOVE EXISTING VANITY IN BATHROOM AND INSTALL NEW 25" X 19" VANITY (PRESSWOOD UNACCEPTABLE)	REMOVE EXISTING VANITY IN BATHROOM AND INSTALL NEW 25" X 19" VANITY (PRESSWOOD UNACCEPTABLE) COMPLETE FAUCETS (DELTA OR EQUAL), MECHANICAL DRAIN, TRAP, PVC WASTE & TRIM WATER SUPPLY LINES AND CUT-OFF VALVES.	EA	\$316.80

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PR01	1x4 CEILING AND FURR DOWN	REMOVE EXISTING CEILING AND FURR DOWN FROM FRONT PORCH & INSTALL NEW 1" X 4" TONGUE AND GROOVE WOODEN	REMOVE EXISTING CEILING AND FURR DOWN FROM FRONT PORCH & INSTALL NEW 1" X 4" TONGUE AND GROOVE WOODEN CEILING AND FURR DOWN. PRIME ALL NEW WOOD FULL COVERAGE.	LF	\$1.65
PR02	1/2 " O/L CEILING & FURR DOWN	REMOVE EXISTING CEILING AND FURR DOWN FROM FRONT PORCH AND INSTALL NEW 1/2 INCH PLYWOOD CEILING AND	REMOVE EXISTING CEILING AND FURR DOWN FROM FRONT PORCH AND INSTALL NEW 1/2 INCH PLYWOOD CEILING AND FURR DOWN.	SF	\$1.05
PR03	REPLACE PORCH FLOOR	REMOVE EXISTING FLOORING ON FRONT PORCH & INSTALL NEW 2" X 6" TREATED WOODEN FLOORING.	REMOVE EXISTING FLOORING ON FRONT PORCH & INSTALL NEW 2" X 6" TREATED WOODEN FLOORING.	LF	\$1.76
PR04	NEW TONGUE&G ROOVE CEILING	INSTALL NEW 1" X 6" TONGUE & GROOVE CEILING (NO. 1 LUMBER) ON FRONT PORCH.	INSTALL NEW 1" X 6" TONGUE & GROOVE CEILING (NO. 1 LUMBER) ON FRONT PORCH.	LF	\$1.65
PR05	REPLACE PORCH POSTS	REPLACE ALL WOODEN POSTS ON FRONT PORCH WITH NEW AND MATCHING POSTS. PRIME ALL NEW WOOD FULL COVERAGE.	REPLACE ALL WOODEN POSTS ON FRONT PORCH WITH NEW AND MATCHING POSTS. PRIME ALL NEW WOOD FULL COVERAGE.	LF	\$1.65
PR06	REPAIR CONCRETE PORCH	REPAIR DAMAGED CONCRETE ON FRONT PORCH & PAINT CONCRETE DECKING FULL COVERAGE.	REPAIR DAMAGED CONCRETE ON FRONT PORCH & PAINT CONCRETE DECKING FULL COVERAGE.	SF	\$34.38
PR07	OVERLAY PORCH FLOOR	OVERLAY PORCH FLOORS WITH 3/4" CDX PLYWOOD (SMOOTH ON ONE SIDE).	OVERLAY PORCH FLOORS WITH 3/4" CDX PLYWOOD (SMOOTH ON ONE SIDE).	SF	\$2.20
PR08	DECORATIVE POST	INSTALL DECORATIVE PORCH POST.	INSTALL DECORATIVE PORCH POST.	EA	\$143.00
PR09	OVERLAY PORCH CEILING	OVERLAY PORCH CEILINGS WITH 1/2" CDX PLYWOOD (SMOOTH ON ONE SIDE).	OVERLAY PORCH CEILINGS WITH 1/2" CDX PLYWOOD (SMOOTH ON ONE SIDE).	SF	\$1.93

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
RF01	REPLACE RAFTER TAILS	REPLACE ALL DAMAGED & DETERIORATED RAFTER TAILS.	REPLACE ALL DAMAGED & DETERIORATED RAFTER TAILS.	EA	\$13.48
RF02	REPLACE FACIA	INSTALL NEW FACIA BOARD TO COMPLETE PERIMETER OF ROOF.	INSTALL NEW FACIA BOARD TO COMPLETE PERIMETER OF ROOF.	LF	\$1.76
RF03	INSTALL SHINGLE MOULD	INSTALL NEW 1" X 2" SHINGLE MOULD TO COMPLETE PERIMETER OF ROOF.	INSTALL NEW 1" X 2" SHINGLE MOULD TO COMPLETE PERIMETER OF ROOF.	LF	\$0.37
RF04	METAL EAVE STRIP	INSTALL NEW GALVANIZED METAL EAVE STRIP TO COMPLETE PERIMETER OF ROOF.	INSTALL NEW GALVANIZED METAL EAVE STRIP TO COMPLETE PERIMETER OF ROOF.	LF	\$0.67
RF05	REPLACE SOFFIT	REPLACE ALL DAMAGED AND DETERIORATED SOFFIT MATERIAL WITH NEW MATCHING MATERIAL.	REPLACE ALL DAMAGED AND DETERIORATED SOFFIT MATERIAL WITH NEW MATCHING MATERIAL.	LF	\$6.88
RF06	INSTALL FREEZE BOARD	INSTALL NEW FREEZE BOARD WITH SCREEN VENTILATION TO COMPLETE PERIMETER OF HOUSE.	INSTALL NEW FREEZE BOARD WITH SCREEN VENTILATION TO COMPLETE PERIMETER OF HOUSE.	LF	\$1.31
RF07	RESCREEN GABLE VENTS	RE-SCREEN ALL EXISTING GABLE VENTS.	RE-SCREEN ALL EXISTING GABLE VENTS.	EA	\$13.75
RF08	REMOVE ROOF COVERING	REMOVE EXISTING ROOF COVERING TO EXPOSE DECKING.	REMOVE EXISTING ROOF COVERING TO EXPOSE DECKING.	SQ	\$16.50
RF09	REMOVE ROOF	REMOVE EXISTING ROOF TO INCLUDE ALL DECKING & RAFTERS FRONT PORCH INCLUDED.	REMOVE EXISTING ROOF TO INCLUDE ALL DECKING & RAFTERS FRONT PORCH INCLUDED.	SF	\$0.75

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
RF10	REPAIR ROOF DECKING	REPLACE ALL DAMAGED, DETERIORATED AND WATER SOAKED DECKING.	REPLACE ALL DAMAGED, DETERIORATED AND WATER SOAKED DECKING.	SF	\$1.10
RF11	REPLACE DECKING	INSTALL NEW 1/2" CDX PLYWOOD DECKING TO ROOF.	INSTALL NEW 1/2" CDX PLYWOOD DECKING TO ROOF.	SF	\$0.83
RF12	INSTALL FLASHING	INSTALL NEW GALVANIZED METAL FLASHING TO WATERPROOF VALLEYS AND WALLS.	INSTALL NEW GALVANIZED METAL FLASHING TO WATERPROOF VALLEYS AND WALLS.	LF	\$1.86
RF13	15LB ROOFING FELT	APPLY NO. 1-15 LB. ROOFING FELT OVER ENTIRE AREA OF ROOF.	APPLY NO. 1-15 LB. ROOFING FELT OVER ENTIRE AREA OF ROOF.	SQ	\$13.07
RF14	30LB ROOFING FELT	APPLY NO. 1-30 LB. ROOFING FELT OVER ENTIRE AREA OF ROOF.	APPLY NO. 1-30 LB. ROOFING FELT OVER ENTIRE AREA OF ROOF.	SQ	\$13.07
RF15	20 YR ROOF SHINGLES	INSTALL NEW NO. 1-20 YEAR COMPOSITION SHINGLES IN FULL ACORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.	INSTALL NEW NO. 1-20 YEAR COMPOSITION SHINGLES IN FULL ACORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.	SQ	\$55.00
RF16	NEW SOFFIT	INSTALL NEW SOFFIT TO ENTIRE PERIMETER OF ROOF. SOFFIT SHALL BE PROPERLY VENTILATED.	INSTALL NEW SOFFIT TO ENTIRE PERIMETER OF ROOF. SOFFIT SHALL BE PROPERLY VENTILATED.	LF	\$7.59
RF17	90LB COMPOSITIO N ROLL	INSTALL NEW NO. 1-90 LB. COMPOSITION ROLL ROOFING TO ENTIRE AREA OF FLAT ROOF.	INSTALL NEW NO. 1-90 LB. COMPOSITION ROLL ROOFING TO ENTIRE AREA OF FLAT ROOF.	SQ	\$35.75
WC01	TAPE AND FLOAT INTERIOR	TAPE, FLOAT, SAND, MEDIUM TEXTURE INTERIOR OF HOUSE, FULL COVERAGE, TO INCLUDE ALL TRIM AND OPENINGS.	TAPE, FLOAT, SAND, MEDIUM TEXTURE INTERIOR OF HOUSE, FULL COVERAGE, TO INCLUDE ALL TRIM AND OPENINGS.	SF	\$0.99

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
WC02	PAINT INTERIOR WALLS	PAINT INTERIOR WALLS, FULL COVERAGES.	PAINT INTERIOR WALLS, FULL COVERAGES.	SF	\$0.83
WC03	PLUMBING ACCESS DOOR	INSTALL 14" X 14" ACCESS DOOR FOR BATHTUB PLUMBING.	INSTALL 14" X 14" ACCESS DOOR FOR BATHTUB PLUMBING.	EA	\$33.00
WC04	REPLACE CEILING JOISTS	REPLACE ALL DAMAGED, DETERIORATED AND SAGGING CEILING JOISTS AND INTERIOR WALL STUDS	REPLACE ALL DAMAGED, DETERIORATED AND SAGGING CEILING JOISTS AND INTERIOR WALL STUDS THROUGHOUT ENTIRE HOUSE.	LF	\$1.65
WC05	NEW INSTALL, 1/2" SHEETROCK	INSTALL NEW 1/2" SHEETROCK ON WALLS & CEILING.	INSTALL NEW 1/2" SHEETROCK ON WALLS & CEILING.	SF	\$0.83
WC06	WATER-RESISTANT SHEETROCK	INSTALL NEW WATER RESISTANT SHEETROCK IN BATHTUB ALCOVE.	INSTALL NEW WATER RESISTANT SHEETROCK IN BATHTUB ALCOVE.	SF	\$0.55
WC07	REPLACE SHEETROCK	REPLACE DAMAGED SHEETROCK WALLS AND CEILING. REPAIR ALL CRACKS AND POORLY TAPED AND FLOATED SHEETROCK	REPLACE DAMAGED SHEETROCK WALLS AND CEILING. REPAIR ALL CRACKS AND POORLY TAPED AND FLOATED SHEETROCK ON WALLS AND CEILING.	SF	\$1.10
WC08	REPLACE INTERIOR TRIM	REPLACE ALL DAMAGED AND DETERIORATED INTERIOR DOOR & WINDOW TRIM ALL NEW WOOD SHALL BE PRIMED & NO. 1 GRADE.	REPLACE ALL DAMAGED AND DETERIORATED INTERIOR DOOR & WINDOW TRIM. ALL NEW WOOD SHALL BE PRIMED & NO. 1 GRADE.	LF	\$2.75
WC09	REPLACE DOOR & WINDOW TRIM	REPLACE ALL INTERIOR DOOR AND WINDOW TRIM. ALL NEW WOOD SHALL BE PRIMED & NO. 1 GRADE.	REPLACE ALL INTERIOR DOOR AND WINDOW TRIM. ALL NEW WOOD SHALL BE PRIMED & NO. 1 GRADE.	LF	\$0.00
WC10	WALL PANELING	INSTALL NEW PRE-FINISHED WOODEN WALL PANELING OVER EXISTING WALLS TO INCLUDE WOOD TRIM.	INSTALL NEW PRE-FINISHED WOODEN WALL PANELING OVER EXISTING WALLS TO INCLUDE WOOD TRIM.	SF	\$1.65

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
WC11	CERAMIC WALL TILE	INSTALL NEW CERAMIC WALL TILE IN BATHTUB ALCOVE PER CITY OF HOUSTON BUILDING CODE.	INSTALL NEW CERAMIC WALL TILE IN BATHTUB ALCOVE PER CITY OF HOUSTON BUILDING CODE.	SF	\$5.17
WC12	PRIME&PAINT OR STAIN INTERIOR	PRIME AND PAINT OR STAIN & VARNISH INTERIOR TRIM, FULL COVERAGE. WET SCRAPE & PREPARE ALL SURFACES PRIOR TO	PRIME AND PAINT OR STAIN & VARNISH INTERIOR TRIM, FULL COVERAGE. WET SCRAPE & PREPARE ALL SURFACES PRIOR TO PRIMING, PAINTING, STAINING OR VARNISHING.	SF	\$2.20
WC13	PRIME & PAINT INTERIOR TRIM	PRIME AND PAINT INTERIOR TRIM, FULL COVERAGE USING PAINT	PRIME AND PAINT INTERIOR TRIM, FULL COVERAGE USING PAINT	SF	\$2.20
WN01	REPLACE WINDOW SCREENS	REPLACE ALL EXISTING WINDOW SCREENS WITH NEW PROPER SIZE ALUMINUM WINDOW SCREENS.	REPLACE ALL EXISTING WINDOW SCREENS WITH NEW PROPER SIZE ALUMINUM WINDOW SCREENS.	EA	\$30.25
WN02	NEW SMALL ALUMINUM WINDOWS	REPLACE EXISTING SMALL WINDOWS WITH NEW SMALL REPLACEMENT ALUMINUM WINDOW UNITS & HALF	REPLACE EXISTING SMALL WINDOWS WITH NEW SMALL REPLACEMENT ALUMINUM WINDOW UNITS & HALF SCREENS. USE KELLER OR EQUAL. ALL WINDOWS NEED TO BE ENERGY EFFICIENT LOW E GLASS NUMBER 2. CLEAN WINDOW AFTER INSTALLATION.	EA	\$247.50
WN03	REPLACE OVERSIZE WINDOWS	REPLACE EXISTING STANDARD/OVERSIZE WINDOWS WITH NEW ALUMINUM WINDOW UNITS & HALF SCREENS. USE KELLER	REPLACE EXISTING STANDARD/OVERSIZE WINDOWS WITH NEW ALUMINUM WINDOW UNITS & HALF SCREENS. USE KELLER OR EQUAL. ALL WINDOWS NEED TO ENERGY EFFICIENT LOW E GLASS NUMBER 2. CLEAN WINDOW AFTER INSTALLATION.	EA	\$357.50
WN04	NEW STOCK WINDOWS	REPLACE EXISTING WINDOWS WITH NEW STOCK WINDOW UNITS AND HALF SCREENS (TO INCLUDE FRAMING AS NEEDED). USE KELLER	REPLACE EXISTING WINDOWS WITH NEW STOCK WINDOW UNITS AND HALF SCREENS (TO INCLUDE FRAMING AS NEEDED). USE KELLER OR EQUAL. CLEAN WINDOWS AFTER INSTALLATION.	EA	\$148.50
WN05	REPLACE INTERIOR WINDOW TRIM	REPLACE ALL INTERIOR WINDOW TRIM WITH NEW AND MATCHING WINDOW TRIM (USE NO. 1 GRADE WOOD).	REPLACE ALL INTERIOR WINDOW TRIM WITH NEW AND MATCHING WINDOW TRIM (USE NO. 1 GRADE WOOD).	LF	\$2.75
WN06	REPLACE EXTERIOR WINDOW TRIM	REPLACE ALL EXTERIOR WINDOW TRIM WITH NEW AND MATCHING WINDOW TRIM (USE NO. 1 GRADE WOOD).	REPLACE ALL EXTERIOR WINDOW TRIM WITH NEW AND MATCHING WINDOW TRIM (USE NO. 1 GRADE WOOD).	LF	\$1.98

<i>Item</i>	<i>ShtDesp</i>	<i>Task</i>	<i>Task for HUD Grants</i>	<i>U/M</i>	<i>LRD Grant</i>
WN07	REPLACE WINDOW FRAMING	REPLACE ALL DAMAGED AND DETERIORATED EXTERIOR WINDOW FRAMING AND TRIM ON ALL EXISTING WINDOWS.	REPLACE ALL DAMAGED AND DETERIORATED EXTERIOR WINDOW FRAMING AND TRIM ON ALL EXISTING WINDOWS.	LF	\$2.09
WN08	REMOVE WINDOWS & REINSTALL AFTER FRAMING	REMOVE ALL WINDOWS AND REINSTALL AFTER FRAMING WORK.	REMOVE ALL WINDOWS AND REINSTALL AFTER FRAMING WORK.	EA	\$41.25
WN09	REPLACE WINDOW SCREENS	REPLACE ALL EXISTING WINDOW SCREENS WITH NEW AND PROPERLY SIZED ALUMINUM WINDOW SCREENS.	REPLACE ALL EXISTING WINDOW SCREENS WITH NEW AND PROPERLY SIZED ALUMINUM WINDOW SCREENS.	EA	\$0.00
WN10	REFURBISH ALUMINUM WINDOWS	REFURBISH ALL EXISTING ALUMINUM WINDOWS BY REPLACING ALL MISSING AND DAMAGED HARDWARE BROKEN	REFURBISH ALL EXISTING ALUMINUM WINDOWS BY REPLACING ALL MISSING AND DAMAGED HARDWARE BROKEN WINDOW PANES, AND ASSURING PROPER OPEN/CLOSE/LOCK OPERATION.	EA	\$27.50
WN11	REPLACE SILLS AND TRIM	REPLACE WINDOW SILLS AND TRIM TO MATCH EXISTING SILLS AND TRIM OR OVERLAY EXISTING WINDOW SILLS AND TRIM WITH	REPLACE WINDOW SILLS AND TRIM TO MATCH EXISTING SILLS AND TRIM OR OVERLAY EXISTING WINDOW SILLS AND TRIM WITH 1/4" FINISH PLYWOOD.	LF	\$1.21
WN12	REPLACE INTERIOR SILLS	REPLACE INTERIOR WINDOW SILLS.	REPLACE INTERIOR WINDOW SILLS.	LF	\$2.75
WN13	REPLACE OVERSIZE WINDOWS	REPLACE EXISTING OVERSIZE WINDOWS (IN EXCESS OF EITHER 40" WIDE OR 60" HIGH) W/ NEW REPLACEMENT WINDOW UNITS AND	REPLACE EXISTING OVERSIZE WINDOWS (IN EXCESS OF EITHER 40" WIDE OR 60" HIGH) W/ NEW REPLACEMENT WINDOW UNITS AND HALF SCREENS. USE KELLER OR EQUAL. CLEAN ALL WINDOWS	EA	\$0.00

EXHIBIT "D"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) _____ (Title)

(Name of Company) _____ (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

EXHIBIT "E"
DRUG POLICY COMPLIANCE DECLARATION

I, [REDACTED] as an owner or officer of
 (Name) (Print/Type) [REDACTED] (Title)
[REDACTED] (Contractor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from [REDACTED] to [REDACTED], 20[REDACTED]

[REDACTED] Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

[REDACTED] Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

[REDACTED] Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

[REDACTED] Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

[REDACTED] Initials From [REDACTED] to [REDACTED] the following test has occurred
 (Start date) (End date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Number Employees Positive	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Percent Employees Positive	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

[REDACTED] Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

[REDACTED] Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

[REDACTED]
 (Date)

[REDACTED]
 (Typed or Printed Name)
[REDACTED]
 (Signature)
[REDACTED]
 (Title)

EXHIBIT "F"

CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

I, _____, _____
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no
employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved
in performing _____
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Human
Resources if any safety impact positions are established to provide services in performing this City
Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT "G"

**CITY OF HOUSTON – LEAD BASED PAINT HAZARD CONTROL
GRANT AGREEMENT FOR SINGLE FAMILY
HOMEOWNERS**

SECTION ONE - PARTIES, AUTHORIZATION AND GENERAL PROVISIONS

1. Parties. The parties to this Lead Base Paint Hazard Control Grant Agreement for Single Family Homeowners (the "Agreement") are the City of Houston, a home-rule city of the State of Texas, principally situated in Harris County, acting by and through its governing body, the City Council (the "City") and

(Full Name),
(Whether one or more, the "Homeowner"), whose address is at:

For purpose of this Agreement, the term "Homeowner" shall include the individual(s) whose name appears on the deed of purchase agreement attached to this Agreement and the heirs, assigns, agents and successors of such individual(s).

2. Purpose. The purpose of this Agreement is to provide for the reduction of lead-based paint hazards on the Homeowner's property, as defined herein.

3. Source of Funds; Limitations on Funding. Homeowner understands that some of the funds for the lead-based paint reduction are being provided to the City pursuant to HUD Title X Residential Lead Based Paint Hazard Control Grant (Grant) agreements between the City and the United States of America, acting by and through its Department of Housing and Urban Development ("HUD"), for federal funding. The Homeowner understands that unless and until the City receives adequate funds from HUD, the City shall have no obligation to the Homeowner under this Agreement. In addition, should funds received from HUD be insufficient to meet the City's commitments, the City may reallocate all or a portion of the funds that are budgeted for this Agreement for other purposes. The City shall incur no liability to the Homeowner as a result of any such reallocation.

SECTION TWO - DEFINITIONS

Unless the context otherwise requires, the following words and terms shall have the meanings ascribed to them below.

1. City is defined in Section One to this Agreement.
2. Contractor means that individual or entity who has been selected by the City to perform the lead-based paint reduction work. The term "Contractor" also includes any replacement Contractor as may be selected by the City to perform the Work described herein.

3. Director means the Director of the City of Houston Department of Health and Human Services, or such person that he or she may designate.

4. HUD is defined in Section One to this Agreement.

5. Homeowner is defined in Section One to this Agreement.

6. Property means the land and improvements of the Homeowner that are to be abated as described in Section Three of this Agreement.

7. Subcontractor means any person or firm who has a direct contract with the Contractor to perform any portion of the Work, or to provide materials or equipment to be incorporated into the Work.

8. Work means all labor necessary to complete the lead-based paint hazard reduction work on the Property required by the Work Write-up and the Construction Contract, and all materials or equipment incorporated into the Property during the course of such rehabilitation work.

9. Work Write-up means any specifications, plans and drawings required by the Director and the itemized list of all Work approved by the Director, together with any change orders approved by the Contractor, the Homeowner and the Director.

SECTION THREE - DESCRIPTION OF THE PROPERTY

The Homeowner warrants that he or she or they own, or have an enforceable right to acquire fee simple title in the following property (the "Property"):

Legal description: _____

DEEDS ARE ATTACHED.

SECTION FOUR - REDUCTION WORK

1. Work Write-up. Attached hereto is a copy of the Work Write-up which has been approved by the Director and the Homeowner. The Property shall be abated in accordance with the Work Write-up and only Work set forth in the Work Write-up shall be performed. The Homeowner shall not during the course of the Work negotiate with the Contractor or any Subcontractor for additional work or for changes in the Work. Additional work or changes to the Work shall be performed only pursuant to change orders approved in writing by the Director and the Homeowner.

2. Maintenance and Repair. The Homeowner shall maintain the Property in good condition and repair at all times while the Work is being performed. After the completion of the hazard reduction, the Homeowner shall not disturb or re-expose any of the lead-based painted

surfaces that have been enclosed and/or encapsulated. Furthermore the Homeowner shall not repaint with lead-based paint or replace building component with lead-based painted surfaces.

SECTION FIVE- APPEALS AND DISPUTES

1. Matters Subject to Appeal.- The Homeowner may contest any of the following matters by giving written notice of such contest to the Director:

- a. A dispute between the Director and the Homeowner concerning whether a disbursement to the Contractor should be approved;
- b. The items to be included on the Walk-Through List which is compiled by the Director after the Contractor has indicated that the Work under the Construction Contract is complete. The Walk-Through List is compiled during a joint inspection by the Homeowner, the Contractor and the City Inspector, and indicates those construction items which have not been satisfactorily completed;
- c. The issuance of a Certificate of Completion by the Director.

2. Notice of Hearing. The Director shall schedule a hearing regarding the Homeowner's contention and shall give the Homeowner written notice of the date, time and place of the hearing in which the contested matter will be considered. Such notice shall be delivered to the Homeowner not less than 14 days before the scheduled date of the hearing.

SECTION SIX - WAIVER

Any forbearance by the City with respect to any of the terms and conditions of this Agreement shall in no way constitute a waiver of any other rights the City may have to enforce any obligations and rights under this Agreement.

SECTION SEVEN - NOTICE

All notices given in connection with this Agreement shall be in writing and shall be delivered in person or by United States Mail, certified, return receipt requested. Notice shall be deemed given on the date delivered, or if mailed, three (3) days after deposit. Notice shall be delivered to the following addresses:

TO THE CITY: Houston Department of Health and Human Services
If Mailed: Bureau of Community & Children's Environmental Health
8000 N. Stadium, 2nd Floor
Houston, Texas 77054

If Delivered: Houston Department of Health and Human Services
Bureau of Community & Children's Environmental Health
8000 N. Stadium, 2nd Floor
Houston, Texas 77054

IF TO THE HOMEOWNER:

If mailed:

If delivered:

The City or the Homeowner may change their respective addresses for the purpose of notice by giving ten (10) days' written notice of the change to the other party.

SECTION EIGHT - APPLICABLE LAWS

This Agreement shall be construed in accordance with the laws and procedures of the United States, the State of Texas and all applicable ordinances of the City of Houston, as they may be amended from time to time.

Venue for any litigation relating to this Agreement shall be in Harris County, Texas.

SECTION NINE - INCORPORATION

The following are incorporated herein by reference and made a part hereof:

The Work Write-up

The following documents shall become a part of this Agreement upon approval of the Director.

1. Any plans or drawings for the Work
2. Any changes to the Work Write-up

SECTION TEN – MISCELLANEOUS

1. Termination. The City may terminate this Agreement at any time by giving three (3) days' written notice to the Homeowner. Upon termination, the City shall have no further obligation hereunder.

2. Condition. The approval of the Director, whenever required, is a condition of this Agreement.

3. Limitation of Obligation. The City shall be under no obligation to continue with the Work described herein if the City terminates this Agreement. Additionally, if the City does not receive sufficient funds to perform the Work, the City's obligation hereunder is extinguished.

4. Amendments. Any amendment to this Agreement must be in writing and must be signed and approved by the Homeowner and the Director. Any amendment shall be consistent with HUD Regulations pertaining thereto.

5. Release. HOMEOWNER HEREBY RELEASES AND DISCHARGES THE CITY FROM ANY AND ALL FINES, DEMANDS, JUDGEMENTS, LIABILITIES OR CLAIMS ARISING BY REASON OF OR IN CONNECTION WITH:

(A) THE ACTUAL OR ALLEGED ERRORS, OMISSIONS, OR NEGLIGENT ACTS OF CONTRACTOR RELATING TO THIS AGREEMENT,

(B) ANY SERVICES OR PERFORMANCES UNDERTAKEN BY CONTRACTOR TO CREATE OR FULFILL THIS AGREEMENT, AND

(C) ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY, INCLUDING THE CITY'S CONCURRENT OR SOLE NEGLIGENCE, IN ANY WAY RELATING TO THIS AGREEMENT.

6. Access. Homeowner hereby grants to both the City and Contractor the unlimited right to ingress and egress from the Property in conjunction with the Work described herein.

7. Entire Agreement. This Agreement merges the understandings of the parties hereto and embodies the entire agreement of the parties and there are no other agreements, assurances, conditions or other terms with respect to the Work, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

I, _____ (Name of Homeowner), acknowledge that I have been informed of my responsibility to disclose information regarding lead-based paint at this property as required by Section-1018 of the residential lead-based paint hazard reduction Act of 1992 (Title X). I also acknowledge receipt of EPA/HUD fact sheet EPE747-F-96-002.

This Agreement has been executed in multiple copies, each of which is an original.

FOR CITY OF HOUSTON:

HOMEOWNER:

Houston Department of Health and Human Services
Bureau of Community & Children's
Environmental Health
Date: _____

Signature
Print Name: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

76-030454
2015-0753

**FIRST AMENDMENT
TO
LEAD-BASED PAINT HAZARD REDUCTION
CONSTRUCTION AGREEMENT**

THIS FIRST AMENDMENT TO AN AGREEMENT FOR LEAD-BASED PAINT HAZARD REDUCTION CONSTRUCTION AGREEMENT (the "First Amendment") is made by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule city of the State of Texas principally situated in Harris County, Texas, through its Houston Health Department ("HHD") and **AAR INCORPORATED** ("Contractor") a corporation doing business in the State of Texas.

WITNESSETH

WHEREAS, pursuant to Ordinance No. 2014-0115, passed and adopted by City Council on February 12, 2014, the City and Contractor entered into that certain Agreement for Lead-Based Paint Hazard Reduction Construction Agreement (Contract No.4600012484) (the "Original Agreement"); and

WHEREAS, the parties now desire to amend the Original Agreement to add one (1) one-year automatic renewal term under the same terms and conditions, and to add additional services to the Scope of Work and update the prices list for the additional year.

Z:\Contracts\LPN\Amendment Folder [REDACTED]

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Original Agreement and this First Amendment, the City and Contractor agree as follows:

I.

1) Section 5.02 Renewals is hereby deleted in its entirety and substituted in its place with the following:

“5.02--Renewals

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for three (3) successive one-year terms each on the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.”

2) Section 3.04 General Standard of Performance is hereby amended by deleting the second sentence thereof and substituted in its place with the following:

“Labor shall be performed by skilled and competent lead certified supervisors and workers.”

3) The Original Agreement is hereby amended by adding Section 3.26 Additions and Deletions thereto to ARTICLE 3 - DUTIES OF CONTRACTOR, as follows:

“3.26 Additions and Deletions

Additional Products and Services

The Director may add additional Deliverables and services by giving written notification to Contractor. For purposes of this Section, the “Effective Date” means the date on which Contractor receives written notification of the addition(s). As of the Effective Date, each item added is subject to this

Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the Effective Date.

Exclusion of Products and Services

If a Deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the Director may exclude it from the operation of this Agreement by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded Deliverable from the sum(s) otherwise due under this Agreement.

The total charges for additions and deletions to this Agreement must never exceed 25% of the original contract amount unless:

- (i) the additions are exempt from the competitive bidding or proposal requirements, set forth in Tex. Local Govt. Code Chapter 252; or
- (ii) the City acquires the additions from Contractor through a competitive bid or competitive proposal.”

- 4) Exhibit “A” Scope of Work to the Original Agreement is hereby amended by adding the attached Exhibit “A-1” associated with additional services.
- 5) Exhibit “C” Specifications and Prices to the Original Agreement is hereby amended by updating Exhibit C with the attached Exhibit “C-1” for the additional year.

II.

In the event of a conflict between the Original Agreement and this First Amendment, this First Amendment shall prevail.

III.

All other terms and conditions of the Original Agreement, except as amended in this First Amendment, shall continue in full force and effect.

Signatures

The Parties have executed this First Amendment in multiple copies, each of which is an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. Each Party represents and warrants to the other that the execution and delivery of this First Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the First Amendment is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this First Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

[Redacted]

By: [Redacted]
Name: [Redacted]
Title: [Redacted]

ATTEST/SEAL (if a corporation)
WITNESS (if not a corporation)
By: [Redacted]
Name: [Redacted]
Title: [Redacted]

APPROVED:
[Signature]
Director
Houston Health Department

APPROVED AS TO FORM:
[Signature]
Sr. Assistant City Attorney
L.D. File No. 0381300123002

Z:\Contracts\LPN\Amendment Folder [Redacted]

CITY OF HOUSTON, TEXAS

Signed by:
[Signature]
By: Annorrela Washington
Mayor

ATTEST/SEAL:
[Signature]
City Secretary [Signature]

COUNTERSIGNED BY:
[Signature]
City Controller [Signature]

DATE COUNTERSIGNED:
11-8-18

Exhibit A-1
Lead & Healthy Homes
(Additional Services)

The Contractor shall perform the following additional tasks as directed by the Director:

A. Doors

1. Create / Eliminate (close-in) door &/or window opening with material and labor cost included. All work shall meet City of Houston building codes.

B. Windows

1. Create / Eliminate (close-in) door & / or window opening with material and labor cost included. All work shall meet City of Houston building codes.
2. Install energy efficient windows tinting with dual reflective film to reflects 99% UV and minimum 50-80% of heat

C. Exterior Walls

1. Replace rotten/ removed sidings / wall sheathing with 7/16-inch-thick oriented strand board or equivalent before installation of new siding.
2. Install traditional metal/vinyl gutter with K style drop outlet and downspout.
3. Provide 24" PVC maintenance free down spout splash to disperse water runoff to protect foundation and prevent erosion.

D. Furnace System

1. Provide necessary service and maintenance of furnace.

E. Cooling System

1. Provide/ Install portable/window Air-conditioning unit

F. Plumbing

1. Remove and replace existing water closet. 2-piece 1.0 GPF/1.28 GPF high efficiency dual flush. Includes toilet seat, wax ring and necessary accessories. Must meets (WaterSense) EPA criteria.

G. Central/ Other Items

1. Install energy star 80 CFM, quiet operation ceiling bathroom exhaust fan (Delta Breeze or equivalent). Bathroom vent fans must be vented to the exterior.
2. Install 30-inch, 2 speeds, undercabinet convertible range hood in stainless steel with dishwasher safe grease filter. Must be vented to the exterior.
3. Remove existing and install riser pre-cast step with landing and handrail at front and rear exterior door.
4. Install straight grab/assist bar, 12-30 in. (as specified) x 1-1/2 in., concealed Screw Grab Bar in Brushed Stainless Steel, up to 700 lbs. weight capacity meet with ADA requirements
5. Provide 100 W, 1300-1500 Lumens LED/ CFL Light bulbs
6. Provide standard size, non-combustible, UL listed and CSA certified wall plates for switches and/or outlet covers.

EXHIBIT C-1

Lead Hazard Reduction Standard Interventions Specifications & Prices

No	Code	Work Intervention	Unit	Price
1	AC01	Provide LG or Equivalent 8000 BTU (5,500 BTU, DOE), 115 Volt, 24 hrs. programable, 2 fan and cooling speeds portable air conditioner with dehumidifier function, installation kit and remote for an estimated cooling area of 200 Sq.ft. (20x10 Sq.ft)	Each	\$375.00
2	AC02	Install GE/ Equivalent 5000 BTU, 115 volts, 11.1 CEER, 2 cooling and fan speeds room window air conditioner. Must be with non-ozone depleting refrigerant (R-410A)	Each	\$225.00
3	CB01	Remove the existing wall & base cabinets and install pre-finished wooden wall cabinets and furdrown & pre-finished wooden base cabinets. (press wood unacceptable)	LF	\$147.84
4	CB02	Remove existing counter top and install a new laminated plastic counter top with 4 inches back splash (press wood unacceptable).	LF	\$45.58
5	CB03	Install new pre-finished wooden linen wall cabinet in bathroom, match existing size (press wood unacceptable).	Each	\$184.80
6	CB04	Install new standard quality medicine cabinet with mirror in the bathroom.	Each	\$92.40
7	CB05	Install new bright chrome plated accessories in the bathroom to include paper holder, soap dish, toothbrush/tumbler, towel bar, and shower curtain rod.	Each	\$84.71
8	CB06	Prime and paint cabinets using oil-based paint.	SF	\$2.78
9	DR01	Install aluminum storm door and hardware complete (No. 22 Keller or no. 135T Spartan or equal). Clean all doors after installation.	Each	\$213.14
10	DR02	Install new interior hollow core wooden pre-hung Door unit including locks and trim complete. All bathrooms and bedrooms shall have privacy lock.	Each	\$240.24
11	DR03	Install new keyed alike entry and single dead bolt lock on both exterior doors.	Each	\$61.60

12	DR04	Replace exterior door with new 1 1/3-inch solid core. Pre-hung metal door units to include: (a) single dead bolt lock (b) entry lock (c) peephole (d) threshold with vinyl strip (e) weather-strip (f) new casing and trim.	Each	\$492.80
13	DR05	Create/Eliminate (close-in) door &/or window opening with material and labor cost included. All work shall meet City of Houston building codes.	Each	\$203.28
14	DR06	Replace existing garage door with new 8' x 7' four Sectional metal overhead door to include lock and All necessary hardware ensure proper Open/ close/ lock operation.	Each	\$517.44
15	DR07	Replace existing garage door with new 16' x 7' four sectional metal overhead door to include lock and all necessary hardware ensure proper open/ close/ lock operation.	Each	\$784.78
16	DR08	Replace interior door (up to 24 inches in width) w/ new hollow core wooden door. Include hardware, bedrooms & baths shall have privacy locks. Paint or stain complete door.	Each	\$184.80
17	DR09	Replace front exterior door with new 1- 1/3 inch solid core, prehung wooden door unit to include: (a) single dead bolt lock (b) entry lock (c) peephole (d) threshold with vinyl strip (e) weather-strip (f) matching pre-finished jambs .	Each	\$1,300.00
18	EW01	Install vinyl siding and trim to entire exterior of walls to include all openings and corners. All installation shall be in strict accordance to Manufacturer's recommendations & instructions. (Include also Tyvek wrap or equivalent, other materials and costs.)	SQ	\$338.80
19	EW02	Prime & paint exterior, full coverage to include all trim, soffit, fascia & porch ceilings. Wet scrape & prepare all surfaces before painting.	SF	\$2.46
20	EW03	Remove all existing exterior siding to expose wall studs.	SF	\$0.86
21	EW04	Remove and replace all damaged and deteriorated exterior siding with new and matching material. Prime new wood, full coverage.	LF	\$3.39
22	EW05	Install new galvanized gable vents with screens (24" x 30")	Each	\$150.30

23	EW06	Install new 5/8" thick T-111 siding (4" spacing with 1/4" Groove) to entire exterior of walls to include trim at all openings, corners windows, and doors.	SF	\$2.46
24	EW07	Caulk around all frames of doors, windows and other openings for weatherproofing.	TB	\$4.93
25	EW08	Prime and paint exterior of house full coverage to Include all trim and openings (semi-gloss enamel paint).	SF	\$1.18
26	EW09	Install hardie plank siding and trim to entire exterior of walls to include all openings and corners. All installation shall be in strict accordance to Manufacturer's recommendations & instructions. (Include also Tyvek wrap or equivalent, other materials and costs.)	SF	\$4.25
27	FL01	Remove existing floor covering throughout entire house.	SF	\$0.44
28	FL02	Scrape away all foreign matter and ensure that floor has smooth finish surface throughout entire house.	SF	\$0.47
29	FL03	Replace all damaged and deteriorated underlayment and sub-flooring throughout entire house and ensure all flooring is leveled and of the same elevation.	SF	\$3.92
30	FL04	Install new 1/2" exterior grade plywood underlayment (AC or BC, smooth on one side) over the entire floor area.	SF	\$1.60
31	FL05	Install new base board to entire perimeter of the floor throughout entire house.	LF	\$1.75
32	FL06	Install new 1/8" thick, 12" x 12" vinyl tile floor covering with metal trim to entire floor area of house.	SF	\$2.71
33	FL07	Install new shoe mould to entire perimeter of floor throughout entire house.	LF	\$1.36
34	FL09	Sand, seal and varnish existing wooden floors.	SF	\$3.20
35	FN01	Replace all damaged, deteriorated & sagging sills with new and matching size treated sills (no splicing permitted).	LF	\$7.39
36	FN02	Cover the bare soil area with mulch (bout 6") . Provide necessary edging and leveling to contain the mulch firm and within the desired area.	SF	\$2.50
37	FN03	Replace the bare soil area (about 6") with top soil /river bank soil and covered it with grass. Provide necessary edging and leveling to contain the soil firm and within the desired area.	SF	\$9.50

38	FN05	Remove existing and install riser pre-cast step with landing and handrail at front and rear exterior door. (48 inches X 14 inches X 22 inches)	Each	\$192.19
39	FN06	Remove existing and install riser pre-cast step with landing and handrail at front and rear exterior door. (48 inches X 21 inches X 22 inches)	Each	\$265.00
40	FN07	Remove existing & install wooden steps with landing and handrail at front and rear exterior doors.	Each	\$225.00
41	GB01	Straight Grab/assist bar, 12 in. x 1-1/2 in. Concealed Screw grab bar in Brushed Stainless Steel, up to 700 lbs. weight capacity meet with ADA requirements	Each	\$80.00
42	GB02	Straight Grab/assist bar, 16 in. x 1-1/2 in. Concealed Screw grab bar in Brushed Stainless Steel, up to 700 lbs. weight capacity meet with ADA requirements	Each	\$90.00
43	GB03	Straight Grab/assist bar, 24 in. x 1-1/2 in. Concealed Screw grab bar in Brushed Stainless Steel, up to 700 lbs. weight capacity meet with ADA requirements	Each	\$100.00
44	GB04	Straight Grab/assist bar, 12 in. x 1-1/2 in. Concealed Screw grab bar in Brushed Stainless Steel, up to 700 lbs. weight capacity meet with ADA requirements	Each	\$120.00
45	GU01	Install traditional metal/vinyl gutter with K style drop outlet and downspout	LF	\$4.50
46	GU02	Provide 24" PVC maintenance free down spout splash to disperse water runoff to protect foundation and prevent erosion.	Each	\$12.00
47	HH01	Single, Standard Size, noncombustible UL Listed and CSA Certified., Conforms NEMA & ANSI Standards Plastic Wall Plate for standard switch, outlet covers	Each	\$1.00
48	HH02	Single, Standard Size, noncombustible UL Listed and CSA Certified. Plastic/ Nylon Wall Plate for rocker switch	Each	\$1.25
49	HH03	Provide 100 W, 1300-1500 Lumens LED light bulbs	Each	\$9.00
50	HH04	Provide 100 W, 1300-1500 Lumens Soft white/Daylight CFL light bulbs	Each	\$6.00
51	INS	Insurance reimbursement per grant award	1	\$2,500.00
52	MI01	Install one battery operated ionization smoke and fire alarm and provide one-year warranty.	Each	\$25.00
53	MI02	Install one battery operated Carbon Monoxide detector with digital display of CO level in PPM.	Each	\$35.00

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		Provide one-year warranty.		
54	MI05	Haul away all construction related debris. Rake yard clean of all small construction debris. Clean house thoroughly of dust and debris.	Each	\$462.00
55	MI06	Provide full containment against lead dust and debris by using 6mm plastic sheeting to cover floors, furniture, appliances, and/or ground and any open entrances to uncontaminated areas.	Each	\$431.20
56	PL01	Install new wax ring & reset existing water closet.	Each	\$46.20
57	PL02	Reroute waste water pipes and tie into the sewer	LF	\$18.48
58	PL03	Remove and replace existing water closet. 2-piece 1.0 GPF/1.28 GPF high efficiency dual flush. Includes toilet seat, wax ring and necessary accessories. Must meets (WaterSense) EPA criteria.	Each	\$308.00
59	PL04	Install new two-compartment, minimum 7" deep stainless-steel sink complete with faucets (delta or equal), PVC waste and trim, water supply lines and cutoff valves in kitchen.	Each	\$308.00
60	PL05	Remove existing kitchen sink & re-install with new PVC waste and trim, new and approved hot & cold-water supply lines with cut-off valves, after installation of new base cabinets.	Each	\$184.80
61	PL06	Replace existing lavatory faucet with new 4 inch foundation, center set 2-handle faucet in chrome. (delta or equal)	Each	\$109.35
62	PL07	Remove existing wall hung lavatory in bathroom and reinstall in an approved manner with new PVC waste and trim	Each	\$123.20
63	PL08	Remove existing vanity in bathroom and install new 25" X 19" vanity (press wood unacceptable) complete faucets (delta or equal), mechanical drain, trap, PVC waste & trim water supply lines and cut-off valves.	Each	\$354.82
64	PL09	Replace existing wall hung lavatory in bathroom with undermount bathroom sink in white with overflow drain. Install new PVC waste and trim	Each	\$250.00
65	PR01	Remove existing ceiling and furdawn from front porch & install new 1" x 4" tongue and groove wooden ceiling and furdawn. Prime all new wood full coverage.	LF	\$1.85
66	PR03	Remove existing flooring on front porch & install new 2" x 6" treated wooden flooring.	LF	\$1.97

67	PR04	Install new 1" x 6" tongue & groove ceiling (No. 1 lumber) on front porch.	LF	\$1.85
68	PR05	Replace all wooden posts on front porch with new & matching posts. Prime all new wood full coverage.	LF	\$1.85
69	PR06	Repair damaged concrete on front porch & paint concrete decking full coverage.	SF	\$38.51
70	PR07	Overlay porch floors with 3/4" CDX plywood (smooth on one side).	SF	\$2.46
71	PR08	To replace rotten/ removed sidings / wall sheathing with 15/32 inch, 3-Ply Rated exposure-I Sheathing or equivalent.	SF	\$2.00
72	PR09	Overlay porch ceilings with 1/2" CDX plywood (smooth on one side).	SF	\$2.16
73	RF01	Replace all damaged & deteriorated rafter tails.	Each	\$15.10
74	RF02	Install new fascia board to complete perimeter of Roof.	LF	\$1.97
75	RF03	Install new 1" x 2" shingle mould to complete perimeter of roof.	LF	\$0.41
76	RF04	Install new galvanized metal eave strip to complete perimeter of roof.	LF	\$0.75
77	RF05	Replace all damaged and deteriorated soffit material with new matching material.	LF	\$7.71
78	RF06	Install new freeze board with screen ventilation to complete perimeter of house.	LF	\$1.47
79	RF07	Re-screen all existing gable vents.	Each	\$15.40
80	RF08	Remove existing roof covering to expose decking	SQ	\$18.48
81	RF09	Remove existing roof to include all decking & rafter's front porch included.	SF	\$0.84
82	RF10	Replace all damaged, deteriorated & water soaked decking.	SF	\$1.23
83	RF11	Install new 1/2" CDX plywood decking to roof.	SF	\$0.93
84	RF12	Install new galvanized metal flashing to waterproof valleys and walls.	LF	\$2.08
85	RF13	Apply #15 Roofing felt over entire area of roof.	SQ	\$14.64
86	RF14	Apply #30 Roofing felt over entire area of roof.	SQ	\$14.64
87	RF15	Install new No. 1, 20-year composition shingles in full accordance with the manufacturer's recommendation.	SQ	\$125.00
88	RF16	Install new soffit to entire perimeter of roof. Soffit shall be properly ventilated.	LF	\$8.50

89	RF17	Install new No. 1, 90 lb. Composition roll roofing to entire area of flat roof.	Sq.	\$100.00
90	VE01	Provide necessary service and maintenance of furnace.	Each	\$115.00
91	VE02	Install energy star 80 CFM, quiet operation ceiling bathroom exhaust fan (Delta Breeze or equivalent). Bathroom vent fans must be vented to the exterior.	Each	\$175.00
92	VE03	Install 30 inch, 2 speeds, undercabinet convertible range hood in stainless steel with dishwasher safe grease filter. Must be vented to the exterior.	Each	\$185.00
93	VE04	Install 180 CFM through wall kitchen exhaust fan with replaceable aluminum filter. Must be vented to the exterior.	Each	\$125.00
94	VE05	Provide pest management/ extermination service to the unit	Each	\$175.00
95	VE06	Replace high efficiency filters in an average size unit.	1	\$65.00
96	WC01	Tape, float, sand, medium texture interior of house. Full coverage, to include all trim & openings.	SF	\$1.11
97	WC02	Paint interior walls, full coverages.	SF	\$0.93
98	WC03	Install 14"x14" access door for bathtub plumbing.	Each	\$36.96
99	WC04	Replace all damaged, deteriorated and sagging ceiling joists and interior wall studs throughout entire house.	LF	\$1.85
100	WC05	Install new 1/2" sheetrock on walls & ceiling.	SF	\$0.93
101	WC06	Install new water-resistant sheetrock in bathtub alcove.	SF	\$0.62
102	WC07	Replace damaged sheetrock walls and ceiling. Repair all cracks and poorly taped and floated sheetrock on walls and ceiling.	SF	\$1.23
103	WC09	Provide a single coat(s) with ECOBOND or equivalent LBP sealant and Treatment latex primer and paint	SF	\$1.00
104	WC10	Install new pre-finished wooden wall	SF	\$1.85
105	WC11	Install new ceramic wall tile in bathtub alcove per City of Houston building code.	SF	\$5.79
106	WC12	Prime and paint or stain and varnish interior trim, full coverage. Wet scrape and prepare all surfaces prior to priming, painting, staining or varnishing	SF	\$2.46
107	WN01	Replace all existing window screens with new proper size aluminum window screens.	Each	\$33.88

108	WN02	Replace existing small windows (36" or less than 36" on all directions) with new small replacement aluminum window units & half screens. Use Keller or equal. All windows need to be energy efficient low e glass No 2. Clean window after installation.	Each	\$277.20
109	WN03	Replace existing standard/oversize windows (Larger than 36" on any direction) with new aluminum window units & half screens. Use Keller or Equal. All windows need to be energy efficient low e glass No. 2. Clean window after installation.	Each	\$400.40
110	WN04	Replace existing windows with new stock window units and half screens (to include framing as needed). Use Keller or equal. Clean windows after	Each	\$166.32
111	WN05	Replace all interior window/door trim with new and matching window trim (use No. 1 grade wood).	LF	\$3.08
112	WN06	Replace all exterior window/door trim with new and matching window trim (use No. 1 grade wood).	LF	\$2.22
113	WN07	Replace all damaged and deteriorated exterior window framing and trim on all existing windows.	LF	\$2.34
114	WN08	Remove all windows and reinstall after necessary repairs.	Each	\$46.20
115	WN10	Refurbish all existing aluminum windows by replacing all missing and damaged hardware broken window panes and assuring proper open/close/lock operation.	Each	\$30.80
116	WN11	Overlay existing window sills and trim with 1/4" finish plywood.	LF	\$1.36
117	WN12	Replace interior window sills.	LF	\$3.08
118	WN13	Replace existing small windows (36" or less than 36" on all directions) with new small replacement vinyl window units & half screens. All windows need to be energy efficient low e glass No 2. Clean window after installation.	Each	\$250.00
119	WN14	Replace existing standard/oversize windows (Larger than 36" on any direction) with new vinyl window units & half screens. Use Keller or Equal. All windows need to be energy efficient low e glass No. 2. Clean window after installation.	Each	\$350.00
120	WN15	Replace existing small windows (36" or less than 36" on all directions) with new small replacement wooden window units & half screens. All windows need to be energy efficient low e glass No 2. Clean window after installation.	Each	\$645.00
121	WN 16	Replace existing standard/oversize windows (Larger than 36" on any direction) with new wooden window units & half screens. Use Keller or Equal. All windows need to be energy efficient low e glass No.	Each	\$745.00

		2. Clean window after installation.		
122	WN17	Install Energy Efficient windows tinting with dual reflective film able to reflects 99% UV and minimum 50-80% of heat	SF	\$5.00

4600012488
2018-0853

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**SECOND AMENDMENT
TO
LEAD-BASED PAINT HAZARD REDUCTION
CONSTRUCTION AGREEMENT**

THIS SECOND AMENDMENT TO AN AGREEMENT FOR LEAD-BASED PAINT HAZARD REDUCTION CONSTRUCTION AGREEMENT (the "Second Amendment") is made by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule city of the State of Texas principally situated in Harris County, Texas, through its Houston Health Department ("HHD") and **WATSON CONSOLIDATED** ("Contractor") a sole proprietor doing business in the State of Texas.

WITNESSETH

WHEREAS, pursuant to Ordinance No. 2014-0115, passed and adopted by City Council on February 12, 2014, the City and Contractor entered into that certain Agreement for Lead-Based Paint Hazard Reduction Construction Agreement (Contract No.4600012488) (the "Original Agreement"); and

WHEREAS, pursuant to Ordinance No. 2018-0853, passed and adopted by City Council on October 24, 2018, the City and Contractor amended the Original Agreement to add one-year automatic renewal term thereto, and to add additional services to the Scope of Work and update the prices list for the additional year; and

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Watson Consolidated Lead Paint Hazard Reduction - 2nd Am

WHEREAS, the parties now desire to amend the Original Agreement, as amended, to add the federal contract requirements for Community Development Block Grant ("CDBG") Programs funded by Housing and Urban Development (HUD) grants.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Original Agreement, as amended, and this Second Amendment, the City and Contractor agree as follows:

I.

1) The Original Agreement, as amended, is hereby further amended by adding the attached Exhibit "H" listing the federal contract requirements for CDBG Programs funded by HUD grants.

II.

In the event of a conflict between the Original Agreement, as amended, and this Second Amendment, this Second Amendment shall prevail.

III.

All other terms and conditions of the Original Agreement, as amended, except as amended in this Second Amendment, shall continue in full force and effect.

Signatures

The Parties have executed this Second Amendment in multiple copies, each of which is an original. Each person signing this Second Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Second Amendment. Each Party represents and warrants to the other that the execution and delivery of this Second Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the Second Amendment is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Second Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

WATSON CONSOLIDATED

By: 
Name: 
Title: 

ATTEST/SEAL (if a corporation)
WITNESS (if not a corporation)

By: _____
Name: _____
Title: _____

APPROVED:

Director
Houston Health Department

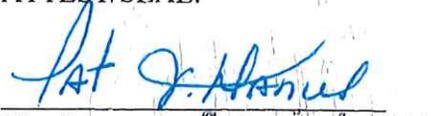
APPROVED AS TO FORM:

Sr. Assistant City Attorney
L.D. File No. 0381300121003

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CITY OF HOUSTON, TEXAS

Signed by: 
By: _____ 10/18/19
Mayor

ATTEST/SEAL:

City Secretary **Assistant**

COUNTERSIGNED BY:

City Controller 

DATE COUNTERSIGNED:
10-22-19

EXHIBIT "H"

FEDERAL CONTRACT REQUIREMENTS

All references to "Contractor" in this Exhibit shall apply to any contractor, or subcontractor performing work on behalf of the Contractor pursuant to the foregoing Agreement/Contract. The following Federal Contract Requirements will generally apply to all Contractors. Also see 2 CFR Part 200; applicable federal program requirements at 24 CFR Part 570 (CDBG), 24 CFR Part 92 (HOME), 24 CFR Part 574 (HOPWA), 24 CFR Part 576 (Emergency Solutions Grant); and applicable laws, rules and regulations relating to other programs administered by the U.S. Department of Housing and Urban Development ("HUD").

SECTION 1

Public Law 88-352 and Public Law 90-284; Affirmatively Furthering Fair Housing; Executive Order 11063

A. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. §2000d et seq.) ("Title VI") and with Title 24 Code of Federal Regulations (CFR) Part 1, which implements Title VI. In accordance with Title VI, no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure thereon is provided or improved with the aid of federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

B. The Contractor shall comply with Public Law 90-284, which refers to Title VII of the Civil Rights Act of 1968, also known as the Fair Housing Act (42 U.S.C. §3601 et seq.), which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale of rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. In accordance with the Fair Housing Act, the Secretary of HUD requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's AFH conducted in accordance with the requirements of 24 CFR §5.150 through 5.180 and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

C. Executive Order 11063, as amended by Executive Order 12259 (3 CFR §1959-1963 Com., p. 652; 3 CFR §1980 Comp., p 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, as applicable.

SECTION 2
Non-Discrimination in Programs and Activities

The Contractor shall comply with the Age Discrimination Act of 1975 and implementing federal regulations, **42 U.S.C. §6101 et seq.**, issued pursuant to the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act, or with respect to an otherwise qualified handicapped individual as provided in Chapter 126 of Title 42 and chapter 5 of Title 47 shall also apply to any Federal program or activity. (Also see 29 U.S.C.A. §794)

SECTION 3
National Flood Insurance Program

A. If applicable, this Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) for areas identified by HUD as having special flood hazards. The use of any funds provided for acquisition or construction in identified areas shall be subject to the Mandatory Purchase of Flood Insurance requirements of section 102(a) of said act.

B. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if the land is located in an area identified by HUD as having a special flood hazard, provisions which obligate the transferee and its successors or assigns to obtain and maintain, during the life of the project, flood insurance as required under section 102(a) of the Flood Disaster Protection Act of 1973, as amended. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under this Agreement.

SECTION 4
Displacement, Relocation, Acquisition and Replacement of Housing

Contractor understands that projects funded hereunder may be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §4601-4655), as applicable; and that individuals or businesses that are required to move from real property, permanently or involuntarily as a direct result of rehabilitation, demolition, or acquisition for the project assisted hereunder must be compensated pursuant to the URA.

SECTION 5
Employment and Contracting Opportunities

A. **Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity)**

The Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for 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 by the City setting forth the provisions of this nondiscrimination clause. ei

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, 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, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor set forth at 41 CFR Part 60.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of the U.S. Department 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 Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of the U.S. Department of Labor, or as otherwise provided by law.

(7) The Contractor will include provisions similar to paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the U.S. Department of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon subcontractors or vendors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Section 3 Of The Housing And Urban Development Act Of 1968

(1) The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. §1701u, "Section 3") and implementing regulations at 24 CFR Part 135 apply to the Agreement. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.

(2) The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

(3) The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the 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.

(4) The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

(5) Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.

(6) The Contractor shall have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

SECTION 6
Lead-Based Paint Poisoning Prevention Act

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §4851-4856), and the implementing regulations at 24 CFR Part 35, Subparts A, B, J, K and R may apply to activities under the Agreement.

SECTION 7
Use Of Debarred, Suspended, Or Ineligible Contractors or Subrecipients

(a) The Contractor shall not employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 5 or under the authority of the City.

(b) The Contractor shall not use federal funds for any contract for the construction, alteration or repair of the project funded under this Agreement with any contractor or subcontractor listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 8
Uniform Administrative Requirements, Cost Principles and Audit Requirements

The Contractor shall comply with "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as set forth under 2 CFR Part 200, as applicable.

SECTION 9
Conflict Of Interest

A. In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 CFR §200.112, shall apply. In all cases not governed by 2 CFR Part 200, the provisions of this section shall apply. Such cases include, but may not be limited to, the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities).

- (i) No persons described in paragraph (ii) (below) who exercise or have exercised any functions or responsibilities with respect to federal activities or who are in a position to participate in a decision-making process or gain inside information with regard to federal assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter with respect to the federal assisted activity, or with respect to the proceeds of the federal assisted activity.
- (ii) The requirements of paragraph (i) apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, of any designated public agency, or subrecipient which receives funds under the federal award.

SECTION 10
Eligibility for Aliens Not lawfully Present in U.S.

Contractor understands that aliens not lawfully present in the U.S., as described in 49 CFR §24.208, are not eligible to apply for benefits under certain federal activities.

SECTION 11
Compliance With Clean Air And Water Acts

This Agreement may be subject to the requirements of the Clean Air Act, as amended (42 U.S.C. §7401-7671q), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251-1387) and the regulations issued pursuant to the Clean Air Act and by the Environmental Protection Agency. In compliance herewith, the Contractor agrees that:

A. No facility to be utilized in the project or program is on the list of Violating Facilities issued by the U.S. Environmental Protection Agency (EPA) pursuant to **40 CFR §15.20**.

B. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §7401-7671q) the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251-1387).

C. As a condition for the award of this Agreement, the Contractor shall give prompt notice to the City of any notification of violations received from the Office of Federal Activities or the EPA, indicating that a facility utilized or to be utilized is under consideration to be listed on the EPA List of Violating Facilities.

D. The Contractor will include or cause to be included the requirements contained in paragraphs A through C of this clause in every lower-tier nonexempt contract and will take such action as the City may direct as a means of enforcing such provisions.

E. In no event shall any amount of the funds provided under the Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

F. Contractors who receive subcontracts/subgrants of amounts in excess of \$150,000 are required to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

G. Any violations of this Section 12 must be reported to the Federal awarding agency, the Regional Office of the Environmental Protection Agency (EPA), and the City.

SECTION 12

Architectural Barriers Act

The Architectural Barriers Act of 1968 (42 U.S.C. §4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR §40.2 or the definition of "building" as defined in 41 CFR §101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 10119.6, for general type buildings).

SECTION 13

The Americans with Disabilities Act

The Americans with Disabilities Act, also referred to as the ADA (42 U.S.C. §12131; 47 U.S.C. §§155, 201, 218 and 225), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government

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services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 25, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

SECTION 14
Records For Audit Purposes

Without limitation to any other provision of the foregoing Agreement/Contract the Contractor shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient pursuant to 2 CFR §200.333. The Contractor shall maintain records required by **24 CFR §135.92** for the period required under 2 CFR §200.333. The Contractor will give the City, HUD, the Comptroller General of United States, the General Accounting Office, or any of their authorized representatives access to and the right to examine, copy, or reproduce all records pertaining to the acquisition and construction of the project and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained **under 2 CFR §200.336**.

SECTION 15
Audit Requirements

a. Limited Scope Audit - Contractor understands that Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available to review and audit as described hereinabove at Section 17. Contractor further understands that limited scope audits can and may be required by the City for non-Federal entities that expend less than \$750,000. If the City requires such limited scope audits, same shall be performed in accordance with 2 CFR Part 200, Subpart F - Audit Requirements.

b. Single Audit - Single Audit - Contractor further understands that non-Federal entities that expend \$750,000 or more a year in Federal awards shall have a single audit conducted pursuant to 2 CFR Part 200, Subpart F - Audit Requirements, except when an election is made to have a program specific audit pursuant to and described in 2 CFR Part 200, Subpart F - Audit Requirements. Once the Contract is executed, Contractor understands that it is barred from considering such audit and must have a single audit conducted as described hereinabove.

SECTION 16

Additional Federal Requirements Under 2 CFR PART 200, Appendix II, As Applicable

(A) **Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) **Contract Minimum for Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) **Davis Bacon Act, as amended (40 U.S.C. §3141–3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) **Copeland Anti-Kick Back Act.** Contracts must also include a provision for compliance with the Copeland “Antikickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. §3701–3708).** Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less

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than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Energy Policy and Conservation Act.** Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

(G) **Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(H) **Procurement of Recovered Materials.** See 2 CFR §200.322.