Docusign Envelope ID: 018C5359-E2DE-4A8E-97A9-BAA2DDF57B08
Filing#:800353279 Document#:1391540060002 Filed On 8/13/2024 received by Upload

Form 424
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions

This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

RM QUALITY CONSTRUCTION LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- ☐ For-profit Corporation
- ☐ Nonprofit Corporation
- ☐ Cooperative Association
- ☑ Limited Liability Company
- ☐ Professional Corporation
- ☐ Professional Limited Liability Company
- ☐ Professional Association
- ☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 800353279

The date of formation of the entity is: June 15, 2004

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

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Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☑ B. The registered agent is an individual resident of the state whose name is:

Cody		Johnson	
First Name	*M.I.*	*Last Name*	*Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

149 Verismo	Montgomery	TX	77316
Street Address (No P.O. Box)	*City*	*State*	*Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☑ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Article 3 - Management
The limited liability company is to be managed by managers.
Manager 1: Cody Johnson
Address: 149 Verismo, Montgomery, Texas 77316 USA

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☑ **Delete** each of the provisions identified below from the certificate of formation.

Article 3 - Management
Member: Randy Malouf; Address: PO Box 813, Conroe, Texas 77305
Director: Randy Malouf; Address: PO Box 813, Conroe, Texas 77305

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

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Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 08/08/2024

By: _____

Cody Johnson

Signature of authorized person

Cody Johnson, Manager

Printed or typed name of authorized person (see instructions)

Print Reset

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Texas Franchise Tax Public Information Report

Comptroller of Public Accounts FORM 05-102 (Rev.9-11/30)

To be filed by Corporations , Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

■ Tcode 13196 Franchise

■ Taxpayer number: 3 2 0 1 5 2 2 5 0 0 9

■ Report year: 2 0 2 4

You have certain rights *under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381or (512) 463-4600.*

Taxpayer name: RM QUALITY CONSTRUCTION LLC				
Mailing address: PO BOX 813				Secretary of State (SOS) file number or Comptroller file number: 0800353279
City: CONROE	State: TX	ZIP Code: 77305	Plus 4:	

● Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office
Principal place of business

Please sign below! Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.

3201522500924

SECTION A Name, title and mailing address of each officer, director or manager.

Name	Title	Director	Term expiration (m m d d y y)
RANDY MALOUF	MEMBER	○ YES	
Mailing address: P O BOX 813	City: CONROE	State: TX	ZIP Code: 77305
RANDY MALOUF	DIRECTOR	● YES	
Mailing address: P O BOX 813	City: CONROE	State: TX	ZIP Code: 77305
		○ YES	
Mailing address	City	State	ZIP Code

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

Registered agent and registered office currently on file. *(see instructions if you need to make changes)* ○ Blacken circle if you need forms to change the registered agent or registered office information.

Agent: RANDY MALOUF

Office:	City	State	ZIP Code
13610 POPLAR CIR #103	CONROE	TX	77304

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here	Title	Date	Area code and phone number
Andrea Allred	Electronic	07-18-2024	(713) 897 - 8344

Texas Comptroller Official Use Only

VE/DE	○	PIR IND	○

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MASTER CONTRACTOR AGREEMENT
CITY OF HOUSTON
2021 Winter Storm Disaster Recovery Program

PREAMBLE

THIS MASTER CONTRACTOR AGREEMENT (this "Agreement") is made and entered into by and between **THE CITY OF HOUSTON**, a home-rule city organized under the laws of the State of Texas and principally situated in Harris County (the "City"), and **RM Quality Construction LLC, a Texas limited liability company** (the "Contractor") effective as of the date countersigned by the Controller of the City of Houston ("Countersignature Date").

In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree that all contracts and projects entered into between the parties under the 2021 Winter Storm Single Family Home Repair Program ("Program") will be governed by, and subject to the terms and provisions of this Agreement, and further agree as follows:

SECTION I

DEFINITIONS

Certificate of Compliance shall mean a certificate issued by the City and signed by a City inspector stating that all Work has been duly inspected and found to comply with the Building Code requirements set forth at: https://www.houstonpermittingcenter.org/code-enforcement/customer-assistance-code-development-cacd-section.html.

Change Order shall mean an amendment to the Work and/or Contract Price pertaining to a particular Project, submitted by Contractor and approved by the Director in writing in accordance with the Project Documents and the Guidelines.

City shall have the meaning given to it in the preamble.

Competitive Sealed Proposal shall mean the project delivery method authorized by Subchapter H of Chapter 271 of the Texas Local Government Code and required in connection with Rehabilitation and Reconstruction Projects under the Program.

Composite Pricing shall mean the standardized prices that will be used to calculate the Contractor's fees and will be used to determine the final cost for each project. The Composite Pricing for New Construction, Reconstruction and Rehabilitation can be found on Exhibit A attached hereto.

Contract Price shall mean the price to be paid by the City to the Contractor for the performance of the Work in connection with a particular Project. Any changes in the

Contract Price shall only result from authorized Change Orders. The Contract Price shall be paid in the form of progress payments in accordance with the Baseline Schedule.

Contractor shall have the meaning given to it in the preamble, including its successors and assigns.

Contractor's Request for Payment shall mean that certain written application and request for payment submitted by Contractor, including supporting documentation as may be requested by HCD and otherwise in form and substance acceptable to the Director, requesting a progress payment in accordance with the Baseline Schedule.

Director shall mean the Director or Interim Director of HCD, or of such Department's successor entity, or their duly empowered designee.

Guidelines shall mean the applicable 2021 Winter Storm Single Family Home Repair Program Guidelines, as they may be amended from time to time, and the procedures adopted pursuant thereto for a program to provide Rehabilitation or Reconstruction to storm damaged homes or to reimburse Homeowners for eligible repairs.

HCD shall mean the City's Housing and Community Development Department.

Homeowner shall mean the owner/occupant of a single-family structure who qualifies for participation in the Program.

Homeowner's Acceptance Form shall mean a written statement issued by HCD and signed by the HCD's inspector and the Contractor, to be delivered to Homeowner for execution, stating that all Work has been satisfactorily completed in accordance with the Plans and Specifications/Work Write-Up

HUD shall mean the United States Department of Housing and Urban Development, or any duly constituted successor or designee thereof.

Notice to Proceed shall mean the written authorization issued by the Director for the Contractor to proceed with Work (as may be modified by a Change Order).

Plans and Specifications shall mean a detailed itemized list approved by the Director that provides instructions to the Contractor for the Work to be done on the Property, which may include drawings, as applicable.

Program shall mean the 2021 Winter Storm Single Family Home Repair Program administered by HCD in accordance with the Guidelines.

Baseline Schedule shall mean the schedule of Work to be performed by certain dates, as determined by the Contractor and approved by the Director in connection with a Project.

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Project shall mean the Rehabilitation or Reconstruction Work to be done on a Property under the Program. Each Project shall be subject to and governed by the terms and provisions of this Agreement and the Project Documents.

Project Documents shall mean, as applicable, this Agreement, the Tri-Party Agreement, the Plans and Specifications, the Work Write-Up, Change Orders approved and executed by the Director (if any), the Guidelines and the procedures adopted pursuant thereto, the Baseline Schedule, the Notice to Proceed, the Certificate of Compliance, the Deed of Trust, the Promissory Note, the Acceptance Form, and all other documents pertaining to, or executed in connection with the Project.

Property shall mean a traditional stick built, detached, single-family dwelling unit built upon land located within the incorporated areas of the City, to be rehabilitated, constructed or reconstructed, as described in the Project Documents related to the Property. The Property shall be described in Exhibit A to the Tri-Party Agreement.

Reconstruction shall mean Projects with costs in excess of fifty percent of the pre-storm fair market value or with Work that will exceed the maximum cap for Rehabilitation of $100,000. The total construction cost including Change Orders, if any, shall not exceed $300,000 unless authorized by City Council.

Rehabilitation shall mean the process of making repairs to a Property to remove threats to life, health or safety hazards with costs up to $100,000 including all Change Orders.

Subcontractor shall mean any person or entity who performs Work on the Property pursuant to a valid, written subcontract with the Contractor that complies with this Agreement and the Tri-Party Agreement.

Survey shall mean a survey plat which identifies all relevant characteristics of a Property, including but not limited to improvements, easements, set-back lines and which includes a metes and bounds description and a statement of flood elevation of the Property.

Tri-Party Agreement shall mean the agreement among the Contractor, the City and the Homeowner, relating to Work to be done on the Homeowner's Property under the Program.

Work shall mean the labor and materials necessary for Contractor to complete the Reconstruction or Rehabilitation of a residential structure under the terms of the Project Documents.

Work Write-up shall mean a detailed itemized list approved by the Director providing instructions to the Contractor for Work.

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SECTION II

SCOPE OF SERVICES

Contractor's Duties.

In connection with each Project:

Section 2.01 General. The Contractor shall perform all of the services and furnish all materials, labor and equipment necessary to complete the Work described in the Tri-Party Agreement, including, but not limited to, any Work Write-up or Plans and Specifications attached thereto (as may be modified by a Change Order). The Contractor shall supervise and direct the Work, and the Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement. Unless otherwise specifically provided herein or in the Tri-Party Agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water (for its own consumption), heat (for its own consumption), utilities (for its own consumption), transportation, and other facilities and services necessary for the Contractor's sole use and consumption and for the proper execution and completion of the Work.

Section 2.02 Inception. The Contractor shall not begin the Work on any Project until the Contractor receives a Notice to Proceed from the Director.

Section 2.03 Scope. All Work to be performed and all specifications pertaining thereto will be identified in the Project Documents. **CONTRACTOR SHALL PERFORM NO ADDITIONAL WORK (as "Work" is defined in Section I) UNLESS CHANGE ORDERS FOR ADDITIONAL WORK ARE ISSUED IN ACCORDANCE WITH THIS AGREEMENT AND THE PROJECT DOCUMENTS.** All Change Orders approved and executed in conformance with this Agreement shall be made a part of Project Documents.

Section 2.04 Side Agreements. The Contractor shall not enter into any side agreements for Work for a Property that is not specified in the Work Write-up or Plans and Specifications attached to the Tri-Party Agreement.

Section 2.05 Surveys. For all Projects, the Contractor shall obtain a Survey of the Property to be completed by a registered surveyor, at Contractor's sole expense.

SECTION III

STANDARDS OF PERFORMANCE

In connection with each Project:

Section 3.01 Codes and Standards. Contractor shall perform all Work in conformance with all applicable laws, rules, regulations and building codes, the Plans and Specifications, and all manufacturer's recommendations. To the extent of conflict between any of the foregoing codes and standards and the Plans and Specifications, the

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more restrictive shall apply. Contractor shall obtain and pay all fees for all necessary building permits and inspections required by the City and furnish a copy of same to the Director. If modification of the Work Write-up is required to comply with the codes and standards, then the parties shall negotiate and agree to a modification of the Work Write-up by Change Order.

Section 3.02 Protective Measures. The Contractor is responsible for the care and safekeeping of all materials on the site and all Work until its completion. The Contractor shall bear the risk of loss for damage to a Property (including land, structures, and improvements thereon) due to equipment, vehicles, tools, or operations employed in the execution of the Work under the Work Write-up or Plans and Specifications, and due to exposure to the elements which results from the execution of the Work under the Work Write-up or Plans and Specifications. Except as otherwise provided in the Work Write-up or Plans and Specifications, upon completion of the Work, the Contractor shall clear and remove all surplus materials, equipment, refuse, dirt, or rubbish that has resulted from the performance of the Work under the Work Write-up or Plans and Specifications, at the Contractor's sole expense. The Contractor shall also leave Homeowner's Property in a "broom-clean" condition at the end of each workday if the unit is occupied during the Work.

Section 3.03 Acts and Omissions. The Contractor shall be responsible and liable to the City for the acts and omissions of his/her employees, agents, and subcontractors and their agents and employees.

Section 3.04 Damages. Without limiting any other provision of this Agreement or the other Project Documents, the Contractor shall be responsible and liable to the City for all actual damages incurred by the City resulting from the Contractor's failure to strictly comply with the terms and provisions of this Agreement and the other Project Documents. Such damages may be deducted and withheld from the amounts due Contractor under this Agreement and the other Project Documents in connection with a Project.

Section 3.05 MWBE Compliance. Contractor shall comply with the City's Minority and Women Business Enterprises ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances and the applicable Office of Business Opportunity's ("OBO") Policies and Procedures. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 29% of the value of this Agreement to MWBEs, consisting of 21% Minority Business Enterprises and 8% Women Business Enterprises ("Stated MWBE Goal"). If the Contractor is a certified MBE or WBE, Contractor may count toward goals the work that it commits to perform with its own work force, capped at 50% of the Stated MWBE Goal. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with OBO and will comply with them.

A. For purposes of this paragraph, "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date of this Agreement and each anniversary thereof. If the term of this Agreement exceeds one Contract Year and Contractor's MWBE participation level in a Contract Year

is less than the Stated MWBE Goal, then within 30 calendar days of the end of each Contract Year Contractor must provide a written explanation to both the Director and Office of Business Opportunity Director ("OBO Director") of the following: (1) the discrepancy between Contractor's MWBE participation level and the Stated MWBE Goal, (2) the reason for the discrepancy, and (3) Contractor's good faith efforts (in accordance with the City's policy) towards achieving the Stated MWBE Goal. As part of the good faith efforts assessment, the OBO Director may consider Contractor's failure to timely submit the notice or explanation required by this provision and the OBO Director may impose sanctions or other penalties on Contractor for said failures in accordance with Chapter 15 of the Code of Ordinances, OBO's policies and procedures, and the City's good faith efforts policy.

B. Contractor shall maintain records showing:

1. Subcontracts and supply agreements with Minority Business Enterprises;

2. Subcontracts and supply agreements with Women Business Enterprises;

3. Subcontracts and supply agreements with Small Business Enterprises (if any);

4. Written confirmation from MWBE subcontractors and suppliers that they are participants on the contract; and

5. Specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the OBO Director in the form and at the times he or she prescribes.

C. Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

1. [INSERT Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

2. Within five (5) business days of execution of this subcontract, Contractor [prime contractor] and Subcontractor shall designate in writing to the City of

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Houston's Office of Business Opportunity Director ("OBO Director") an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street, mailing address, phone number, and email address of such agent.

3. After reasonable attempt(s) to resolve disputes between the parties involving the terms, covenants, or conditions of this subcontract, a request for dispute resolution may be submitted to the Director for dispute resolution. The Director may prescribe procedures to provide dispute resolution services in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

Section 3.06 Site Visits. For the duration of construction activity, HCD will conduct routine site visits to oversee the quality of work and to ensure that work progress is according to approved schedules. Identified issues will be addressed by the HCD representative as appropriate or escalated for review and subsequent action(s) by HCD Division Management.

SECTION IV

CONTRACT AMOUNT

In connection with each Project, the City agrees to pay the Contract Price to the Contractor, as detailed in this Section IV:

Section 4.01 Contract Price. The City shall pay the Contractor the Contract Price for the performance of the Work described in the Project Documents for each Project in an amount not to exceed $100,000.00 for Rehabilitation or $300,000.00 for Reconstruction. Such payments are subject to the Allocated Funds provision and shall only be made from the Allocated Funds as provided in Section 4.04 below. Any changes in the Contract Price shall only result from authorized Change Orders. The Contract Price shall be paid in the form of progress payments, which will be submitted and disbursed according to the Baseline Schedule.

Section 4.02 Bid Price or Composite Pricing. Should the Sealed Bid method be used the Contractor's bid price will be binding on the Contractor for a minimum period of at least 90 days from the date the bid is received by the City. The City may choose to utilize Composite Pricing instead of the Sealed Bid method. Composite Pricing is used to ensure accurate cost estimates and transparent construction pricing. HCD will utilize industry accepted pricing software to obtain cost estimates. Implementation of a standardized pricing methodology for construction costs and activities will ensure consistency in estimating material, assembly selection, unified costs and specifications for all projects within the Program. The Composite Pricing pricelist is attached as Exhibit A. This methodology will apply an approved percentage for Contractor overhead and profit as well as material and labor costs for all line items listed in the scopes of work. The City will utilize the Contractor scorecard which evaluates each Contractor's performance in accordance with the criteria set forth in the Guidelines. The City will award Tri-Party

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Agreements based on Contractor's score. Tri-Party Agreements will only be assigned to Contractors that demonstrate compliance to the City's procurement and contracting standards which include but are not limited to insurance standards, ethical statements, federal requirements and all other obligations detailed by the Guidelines, this Agreement, the Tri-Party Agreement, the Note and the Deed of Trust.

The Director reserves the right to adjust composite pricing amounts as specified in this Agreement. Such adjustments may be made based on changes in the market conditions, cost of labor, materials, or other factors that impact the cost of performance. Any adjustment shall be by written notice to the Contractor at least thirty (30) calendar days prior to the effective date of any change in composite pricing amounts. The notice shall specify the nature of the adjustment, including a detailed explanation of the reasons for the change and the new composite pricing amounts. In the event the Contractor disagrees with the adjustment, the Contractor shall follow the dispute resolution process outlined in Section 9 herein. Upon the expiration of the 30-day notice period, the revised composite pricing amounts shall become effective, and the Contractor shall adjust their performance and invoicing accordingly. The Director's decision regarding the adjustment of composite pricing amounts shall be final.

Section 4.03 Change Orders. If the Contractor determines that a change in the Work or Contract Price is required, the Contractor may submit a written change order request that includes the estimate for increases or decreases and an explanation of requested changes. The Director shall review the change order request to determine if the change is valid before authorizing. If the Director elects to authorize the change, the Director will compute the reduction from or addition to the Contract Price and will authorize the Change Order in writing. All Change Orders must be submitted and approved in writing. Contractor is not authorized to perform any additional Work and the City shall have no obligation to pay for any additional Work or change in the Work unless a Change Order is approved in writing by the Director. **The Contractor will not, and shall not have any obligation to, perform any change in the Work until a Change Order has been authorized and issued by the Director.** Under no circumstances may the amount of the Contract Price, plus Change Order exceed the maximum amount of assistance authorized under the Guidelines.

Section 4.04 Limit of Appropriation. The City's duty to pay money to the Contractor under this Agreement is limited in its entirety by this Section's provisions. 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 $38,449,272.00 to pay money due under this Agreement (the "Original Allocation").

A. Contractor recognizes that, due to the nature of the Program, it is not possible to specify the exact allocation of funds necessary for each participating Contractor or Project. More specifically, Contractor will bid on housing Rehabilitation and Reconstruction Projects along with other contractors in the Program. Accordingly, it is impossible to ascertain how many Projects and related Tri-Party Agreements will be awarded to a contractor as a result of the bidding or assignment processes in the Guidelines. Funds appropriated and allocated for the Program will fund the

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collective Tri-Party Agreements executed thereunder. The City's duty to pay money to Contractor for any Work completed while participating in the Program is governed by the terms and conditions of each Tri-Party Agreement which Contractor is awarded, which contract amount shall not exceed $100,000.00 for Rehabilitation or $300,000.00 for Reconstruction without the written authorization of the City Council.

B. In the event the total allocation is insufficient to compensate Contractor, Contractor may suspend its services at such time as the total allocation is expended, but shall resume such services, if and when authorized by the Director, upon transfer of funds by the Director or appropriation of additional funds by the City Council, when necessary.

C. 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:

   a. The City has not allocated supplemental funds or made a supplemental allocation for this Agreement unless the City has issued to the Contractor a Service Release Order, or a 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.

      $ _____.

D. The Original Allocation plus all supplemental allocations are the "Allocated Funds." Pursuant to the terms of the ordinance approving this Agreement, the Director, in his sole discretion, may also reduce the amount of Allocated Funds under this Agreement, which reduction shall accordingly release the City's obligation and liability under this Agreement for any amount in excess of the reduced amount of Allocated Funds. The City shall never be obligated to pay any money under this Agreement or any Tri-Party Agreement in excess of the Allocated Funds, as reduced, if any such reduction occurs. 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.

Section 4.05 Payment and Performance Bonds. The Contractor is required to obtain and provide to the City a statutory payment bond and a performance bond, each in an amount

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equal to the Contract Price, issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all the Contractor's obligations under this Agreement. The penal sum of the payment and performance bonds shall be equal to the Contract Price as specified in this Contract, or as otherwise specified by the Director. In the event that the Contractor has not provided payment and performance bonds, the Contractor will not be given Notice to Proceed and the Work will not begin until said payment and performance bonds are provided. If the Contractor is unable to provide a payment or performance bond, the City may terminate either or both this Agreement, in part or in whole, and the respective Tri-Party Agreement(s) and choose another contractor.

SECTION V

PAYMENTS; MECHANIC'S LIENS

In connection with each Project:

Section 5.01 General. The sole obligation of the City with regard to payment of the Contract Price shall be limited to compensation for the Work as specified in the Project Documents as such Work or portion thereof is completed in accordance with the Baseline Schedule.

In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons, entities, and subcontractors supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.**

Section 5.02 Progress Payments.

A. Each progress payment will not exceed the cost set forth in the Baseline Schedule for the portion of the Work which has been completed and approved by the City as provided below, and shall be limited to ninety (90%) percent of said cost. The remaining ten percent (10%) shall be held by the City as retainage (a/k/a a “reservation” pursuant to Chapter 53 of the Texas Property Code, effective Jan. 1, 2022) (“Reserve”).

B. All progress payments will be requested in accordance with the Baseline Schedule. When requesting each progress payment:

    1. Contractor must submit a Contractor's Request for Payment to the Director in a reasonably timely manner. The City shall have no obligation to pay on an untimely submitted Contractor’s Request for Payment.

    2. Upon receipt of the Contractor's Request for Payment, the Director will review and verify the Contractor's Request for Payment. Upon the Director's

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approval of the Contractor's Request for Payment, it will be processed and payment made to the Contractor as soon as possible but in no event later than thirty (30) days from the date the Contractor's Request for Payment is received by the Director.

3. In the event the Contractor's Request for Payment is rejected or disputed, the Contractor must submit a revised Contractor's Request for Payment within fourteen (14) days from the City's notification of rejection or dispute.

4. The City's review, verification and approval process may include field inspections at the Property and execution of waivers of mechanic's liens by the Contractor.

C. If any mechanic's, materialman's or other similar lien or encumbrance is filed against the Property, or the fixtures, materials, machinery and equipment to be used in the Project, Contractor must discharge the same (by payment, bonding, or otherwise) within fifteen (15) business days following written notice thereof from the Director.

D. Contactor's application for payment shall reflect the cost for the portion of the Work that has been completed by Contractor, shall include the notarized signature of the Contractor and otherwise be in form and substance acceptable to the Director.

Section 5.03 Final Inspection and Payment.

A. Upon the HCD's Inspector being satisfied that all Work is complete, including any Change Orders, the HCD inspector will arrange and conduct a walk-through inspection of the Property together with the Contractor and the Homeowner. During the final inspection, the HCD inspector will discuss the warranty and any other outstanding issues with the Homeowner. The HCD inspector (in consultation with the Homeowner, if applicable) will make a list of items that are in need of correction or completion, based upon the Project Documents (the "Punch List"). The Contractor must schedule and complete the Work on the Punch List within five (5) calendar days from the date of the walk-through inspection, which completion shall be no later than the expiration of the time period specified in the Notice to Proceed (as may be extended by a Change Order). When the Work on the Punch List is complete, the Contractor and the Homeowner and HCD's inspector will verify that all such Work has been completed. Disputes concerning the items to be included in the Punch List shall be resolved in accordance with Section IX below.

B. Upon completion of all Work on the Punch List and verification of the completion by the Contractor, the Homeowner and the HCD inspector, the signatories to the respective Tri-Party Agreement shall execute the Acceptance Form. For the final payment, Contractor must submit a Contractor's Request for Payment to the Director in a timely manner, but in no event later than fourteen (14) days after the execution of the Acceptance Form. After the issuance of the Final Payment, the thirty-day (30) reservation period shall begin (pursuant to Chapter 53 of the Texas

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Property Code, effective Jan. 1, 2022). Upon the expiration of the thirty-day (30) reservation period, if no issues are found, and all mechanic's, materialman's or similar liens filed against the Property, if any, have been discharged, the Reserve will be released to Contractor.

SECTION VI

TIME OF PERFORMANCE

Section 6.01 Time for Performance. The Work to be performed in connection with each Project shall commence on the date specified in the Notice to Proceed issued in connection with such Project. The Work shall be completed within the time period specified in said Notice to Proceed (as may be extended by a Change Order,). Before the time period specified in the Notice to Proceed expires, the Work shall be completed pursuant to the Baseline Schedule.

Section 6.02 Force Majeure. 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.

A. This relief is not applicable unless the affected Party does the following:

    1. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

    2. provides the other Party with prompt written notice of the cause (no later than 48 hours following the event causing delay) and its anticipated effect.

B. 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.

C. 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.

D. If the Force Majeure continues for more than 30 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.**

E. 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.

Section 6.03 Liquidated Delay Damages. Time is of the essence for this Agreement. If Contractor fails to complete the Work by the expiration of the time period specified in the Notice to Proceed (as may be extended by a Change Order), the City will suffer harm, although the actual damages from that harm are difficult to estimate. Therefore, if Contractor does not complete the Work by the expiration of said time period, the Contractor shall pay to the City the amount stipulated below as liquidated damages. This amount is a reasonable forecast of just compensation for the harm to the City. Contractor shall pay the amount stipulated for each day of delay until the Work is complete. Liquidated damages are $200.00 for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed (as may be extended by a Change Order). The City may assess such liquidated damages even if a Project is terminated pursuant to its Tri-Party Agreement or this Agreement is terminated in part or in its entirety pursuant to Section X. The City may deduct the amount of said liquidated damages from the Contract Price. The parties further agree that the same amount of liquidated damages stated above shall be paid by the Contractor to the City if any defect covered under warranty is not corrected within the time period set forth under Section VII.

Section 6.04 Actual Damages. However, the foregoing provision as to liquidated damages constitutes an agreement by the City and the Contractor as to the minimum amount of damages the City will sustain in any event by reason of the Contractor's failure to complete the Work within the time specified in a Notice to Proceed (as may extended by a Change Order). The City may recover actual damages over and above the minimum amount that result from the Contractor's failure to begin the Work when ordered, carry it forward uninterruptedly after beginning, or complete it within the time specified and in strict accordance with the Plans and Specifications, Work Write-up, or Change Orders. The City shall have the right to deduct and withhold the amount of any and all damages, whether it be the minimum amount agreed upon or otherwise, from any monies owing the Contractor.

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SECTION VII

CONTRACTOR'S WARRANTIES

Section 7.01 Warranty. Contractor expressly and unconditionally warrants to the City that all Work performed under this Agreement shall be done in accordance with industry best practices, in a good and workmanlike manner, and in accordance with the standards of quality prevailing in Harris County, Texas for construction services for similar projects at the time such services are performed. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement. This warranty includes, without limitation, any condition that may impair or tend to impair the safe and normal use, functioning or enjoyment of the Property and which results in any manner from all labor and/or materials used or supplied under the Project Documents for the Project.

a. The warranty shall not be construed to limit or in any way modify any warranties or guarantees placed upon any material, appliances, fixtures or devices by their manufacturers, or any components for which a longer period of warranty is provided or required under the Project Documents.

b. The warranty period shall commence on the date of the Certificate of Compliance for the Project and end: (a) 2 years thereafter for (x) appliances, (y) workmanship and materials, including but not limited to flooring and subflooring, and (z) a mechanical or delivery system, including electrical delivery systems, plumbing delivery systems, ventilation, heating and air conditioning systems, and (b) 10 years thereafter for the structural warranty, including without limitation 10 years for the foundation (pier and beam, slab, or otherwise), roof, and other major structural components of the home.

c. The Contractor shall repair or replace, free of cost or charges to the City and the Homeowner any defects that arise out of defective workmanship or materials which appear within the warranty period, whether or not the materials or equipment are guaranteed by the manufacturer or supplier; and in the event that such repairs necessitate Homeowner to relocate for the duration of said repairs, Contractor shall pay for Homeowner's relocation expenses, including without limitation temporary accommodation for the duration of the repairs, moving expenses, storage, and additional transportation costs due to the relocation.

d. The Contractor shall furnish the Director and Homeowner with all manufacturer's and supplier's written guarantees, warranties and operating instructions covering materials and equipment furnished under the Project Documents for such Project, together with any documentation required for validation.

e. The Contractor warrants that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure

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or other improvement in which the item is installed and that no item or its use infringes any patent, copyright, or proprietary right.

f. Contractor warrants that each appliance is new and free of defects and blemishes, including, but not limited to, dents and scratches and that all appliances match in terms of color, finish, and displayed brand (for example, if the logo on the dishwasher is "GE," then the logos on the dryer, oven, refrigerator, and washing machine, etc., shall also be "GE." By way of counterexample, a dryer bearing the "Maytag" logo will not be considered to match a washing machine with the "Whirlpool" logo just because both are owned by the same Whirlpool parent corporation).

g. Contractor warrants that each replacement item or appliance is new and free of defects and blemishes, including, but not limited to, dents and scratches, in accordance with original equipment manufacturer's specifications, and are of a quality at least as good as the quality of the item which it replaces (when the replaced item was new) and that no item or its use infringes any patent, copyright, or proprietary right.

h. If the Contractor fails to timely complete the Work under the Project Documents, or fails to perform satisfactorily under this Agreement or any Notice to Proceed, the City may require Contractor, at its sole expense to (a) repair or replace defective or damaged materials; (b) refund payment for defective or damaged materials and accept the return thereof; and/or (c) take necessary action to ensure that future performance of Work conforms to the Agreement and applicable Notice to Proceed.

i. The Contractor agrees to include this Section's warranty provisions in all of the Contractor's subcontracts for Work under this Agreement. The Contractor further acknowledges that it is not eligible for final payment until such warranties have been delivered to Director with such copy signed by the Director evidencing Director's receipt of such warranty policies.

Section 7.02 Correction of Work under Warranty. In the event that Contractor is notified by the Director or Homeowner, if applicable, of a defect that has arisen during the warranty period, Contractor shall begin to correct the defect within 5 business days after receipt of notification and shall complete the correction of the defect within 5 days thereafter, unless Contractor receives a written authorization from the Director to extend the correction period, but in no event longer than 30 days from receipt of notice of the defect. Contractor shall correct all warranty items within the time frames set forth above, free of cost or charges to the City or the Homeowner whether or not the materials or equipment are guaranteed by the manufacturer or supplier. Notice of the defect must be given during the warranty period.

Section 7.03 Survival of Warranty Provisions. The terms of this Section VII shall expressly survive the termination of this Agreement. Contractor's failure to address any defect in compliance with Section 7.02 above may, at the Director's discretion, result in a

monetary offset from funds owed to the Contractor by the City under any open Master Contractor Agreement, Tri Party Agreement or any other existing contracts or agreements between the Contractor and the City, to cover the amount of funds necessary for the City to correct any defect not corrected by the Contractor under a warranty.

SECTION VIII

INSURANCE

At all times during the term of this Contact and any extensions thereto, the Contractor shall provide and maintain in full force and effect at all times the following insurance and endorsements. Such insurance is described as follows:

Section 8.01 Risks and Limits of Liability**.** The Contractor shall maintain the following insurance coverages in the following amounts.

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	☐ Statutory for Workers' Compensation
Employer's Liability	☐ Bodily Injury by Accident $500,000 (each accident) ☐ Bodily Injury by Disease $500,000 (policy limit) ☐ Bodily Injury by Disease $500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage; contractual liability, with no residential exemptions or exclusions	☐ Bodily Injury and Property Damage, Combined Limits of $1,000,000 each Occurrence, $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate
Automobile Liability	☐ $1,000,000 combined single limit for bodily injury and property damage for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
A hazard insurance policy on a builder's all risk or special causes of loss policy form, with a broad form named insured and loss payable endorsements	☐ loss payable endorsements shall insure the Work, and all materials and supplies purchased with advances hereunder against all risks and losses.
Excess Liability Coverage for Commercial General Liability and Automobile Liability	☐ $1,000,000.00
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

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Section 8.02 Insurance Coverage**.** At all times during the term of this Contract and any extensions or renewals, the Contractor shall provide and maintain insurance coverage that meets the requirements of this Agreement. Prior to beginning performance under the Agreement, at any time upon the request of the Director, or each time coverage is renewed or updated, the Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. The Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. The Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. The Contractor shall also require all subcontractors or consultants whose subcontracts exceed $100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than $500,000 per claim.

Section 8.03 Form of insurance. The form of the insurance shall be approved by the Director and the City's City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) 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 Best's Key Rating Guide.

Section 8.04 Required Coverage**.** The City shall be an Additional Insured under this Agreement, and all policies except Professional Liability and Worker's Compensation must name the City as an Additional Insured. The Contactor waives any claim or right of subrogation to recover against the City and their respective officers, agents, or employees, and each of Contractor's insurance policies must contain coverage waiving such claim. Each policy, except Workers' Compensation, must also 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. If professional liability coverage is written on a "claims made" basis, the Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion.

Section 8.05 Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED. Within the 30-day period, the Contractor shall provide other suitable policies in order to maintain the required coverage. If the Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend the Contractor from any further performance under this Agreement and begin procedures to terminate for default.

SECTION IX

DISPUTE RESOLUTION

For purposes of this Section IX, "Project Manager" means the person the Director designates to monitor the progress of Contractor's performance under this Agreement. Except as may otherwise be provided by law, a dispute that (1) does not involve a question of law; (2) arises during the performance of this Agreement; and (3) is not resolved between the Project Manager and Contractor, must be handled as described below:

A. The Project Manager shall put its decision in writing and mail or otherwise furnish Contractor with a copy. Contractor may abide by the decision or may appeal the decision to the Director.

B. If Contractor desires to appeal a decision of the Project Manager, Contractor must submit a written appeal to the Director. Contractor must file its written appeal within 7 working days following receipt of the Project Manager's original decision. The Director shall provide Contractor with a written response to the appeal within 14 working days following its receipt. The decision of the Director is final.

SECTION X

TERM AND TERMINATION

Section 10.01 Contract Term

A. This Agreement is effective on the Countersignature Date and shall remain in effect until three (3) years thereafter, unless sooner terminated under this Agreement ("Initial Term"), provided that this agreement shall also remain in effect for the term of any Tri-Party Agreement executed pursuant hereto.

B. If the Director, at his or her sole discretion, makes a written request for renewal to Contractor (with a copy of the request sent to the City's Chief Procurement Officer "CPO") at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the Initial Term, this Agreement is renewed for up to 2 successive one-year terms upon the same terms and conditions.

Section 10.02 Termination With Cause.

A. If Contractor defaults under this Agreement, the Director may terminate this Agreement in its entirety or as to a Project for cause or allow the Contractor to cure the default as provided below. Default by the Contractor occurs under any of the following circumstances:

    1. If any warranty or representation made by the Contractor in this Agreement is at any time false or misleading in any respect;

2. If Contractor neglects to perform the Work in connection with any Project properly, or in a timely manner, or refuses or neglects to supply proper or sufficient materials or workmen, or fails to perform any provision of any of the Project Documents pertaining to a Project;

3. If Contractor is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of insolvency;

4. If Contractor fails to perform any of its duties under this Agreement or the Project Documents; or

5. If Contractor violates any law or ordinance.

B. If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor (with a copy of the notice to the CPO) describing the default and the termination date of the Agreement in its entirety or as to a Project. 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, with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services and Work under this Contract, and promptly cancel all orders or subcontracts chargeable to this Agreement.

C. If the City terminates this Agreement in its entirety or as to a Project for cause, the City may take possession of the Project site or sites and utilize any and all materials and appliances provided under the respective Project Documents that are located on the site or sites to finish the Work. The City shall not prejudice any of the City's rights or remedies under this Agreement or the respective Project Documents, or by law, by terminating this Agreement in its entirety or as to a Project for cause or by taking possession of the site or sites.

D. In case of termination of this Agreement in its entirety or as to a Project for cause pursuant to this subsection 10.02, the Contractor shall not be entitled to receive any payment for any Project until the Work for such Project is completed. Upon completion of any such Project, the Contractor shall be given any balance of the Contract Price less any damages, including, but not limited to, liquidated damages, and less the amount of expenses incurred by the City in finishing the Work for such Project, including any costs in addition to or in excess of those originally contemplated in the Project Documents for such Project. If the cost in completing the Work for any such Project is greater than the original Contract Price, the Contractor shall pay the difference to the City upon ten (10) days written demand.

Section 10.03 Termination Without Cause. The City may terminate this Agreement at any time in its entirety or as to a Project without cause by giving five (5) days' written notice to the Contractor, with a copy of the notice to the CPO. In case of termination of this Agreement in its entirety or as to a Project without cause pursuant to this subsection, the Contractor shall submit its final statement for all Work performed through the date of termination for the respective Project or, in the case of the termination of this Agreement in its entirety, for all Projects under this Agreement, which shall be payable in the manner provided in Section V of this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION WITHOUT CAUSE, 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 AGREEMENT), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION WITHOUT CAUSE.

Section 10.04 Acceptance of Inferior Work. In connection with any Project, the Director may accept Work that appears to be incorrect if, in the Director's opinion, it is impractical to have the Work corrected. In such case, the Director does not waive the defect, but rather may deduct a reasonable amount for the loss sustained from the Contract Price for said Project. This subsection is not intended to limit the right of the City to recover additional damages as may be permitted under this Agreement, the respective Project Documents or by law.

Section 10.05 Cessation of Work. Upon receipt of a notice to terminate from the Director, the Contractor shall discontinue all Work under this Agreement and all Project Documents for each Project, unless the notice specifies a later termination date or that specific Work be completed prior to termination.

Section 10.06 Authority. An approval by the Director or by any other employee or agent of the City, that is not specifically authorized herein, 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.

Section 10.07 Remedies. If the Contractor fails to timely complete the Work under the Project Documents, or fails to perform satisfactorily under the Project Documents, the Director may require Contractor, at its sole expense to (a) repair or replace defective or damaged materials; (b) refund payment for defective or damaged materials and accept the return thereof; and/or (c) take necessary action to ensure that future performance of Work conforms to the Agreement and applicable Project Documents.

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 the provisions hereof.

Section 10.08 Performance Review. The City currently utilizes the Procurated platform to assess and monitor contractor performance throughout the term of this Agreement. Procurated is a secure, public sector-exclusive platform that aggregates verified ratings and reviews from government procurement professionals. These evaluations are based on user feedback and are accessible only to verified public sector users. Contractors may claim and maintain their Procurated profile. The City may utilize the contractor's Procurated ratings and reviews in conjunction with decisions related to contract renewals or extensions to this Agreement, as well as future procurement opportunities. The City will provide Contractor with access to Contractor's performance data on Procurated upon written request. By entering into this Agreement, Contractor acknowledges and agrees to the City's use of Procurated for the purposes stated herein or any other lawful purpose.

SECTION XI

ADDRESS AND NOTICE

Section 11.01 Notice. Unless otherwise provided in this Agreement, all notices including any communication, request, reply or advice shall be in writing. If mailed, notice shall be deemed effective the date that it is deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested. Notices given in any other manner shall be effective the date received by the party to be notified.

Section 11.02 Addresses. Notice shall be made to the following physical addresses:

To City: **CITY OF HOUSTON**
Housing and Community Development Dept.
2100 Travis St., SUITE 900
HOUSTON, TX 77002
ATTN: 2021 Winter Storm Program

With copy to: City of Houston
900 Bagby, 4th Floor
Houston, TX 77002
ATTN: City Attorney

To Contractor: **RM Quality Construction, LLC**
P.O. Box 813
Conroe, Texas 77305

Section 11.03 Change in Address. Each party shall have the right to change its respective address or addressee for notice under this Agreement, provided that at least ten (10) days written notice is given of such new address to the other party.

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SECTION XII

ASSIGNMENT AND AMENDMENT

Section 12.01 Assignment. This Agreement shall not be assigned without the prior written approval of the Director. The Contractor may subcontract the Work, however the Contractor shall remain liable for the Work unless an assignment is approved by the Director in writing.

Section 12.02 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. Any amendment that does not comply with this provision will be without effect.

SECTION XIII

INDEMNIFICATION AND 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 OR STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO THEIR RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM 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 THE CONTRACTOR'S PERFORMANCE UNDER THE THIS AGREEMENT AND THE PROJECT DOCUMENTS, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

A. **CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

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B. **THE CITY'S AND CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER IMMUNE FROM LIABILITY OR NOT; AND**

C. **THE CITY'S AND CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER 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 THIS AGREEMENT EXPIRES.

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS THIS RELEASE AND INDEMNITY TO THE CITY.

SECTION XIV

Section 14.01 Conflicts. Employees and/or family members of an entity performing work on behalf of HCD or the employees and/or family members of a direct contractor to an entity performing work on behalf of HCD are not eligible to receive assistance under the HCD Single Family Programs. The Program must provide written notice that the person is to be excluded.

Section 14.02 Waiver Authority. The Director retains sole discretion to approve waivers to Section 14.01 on a case-by-case basis, if the waiver is in the best interest of the City and if it is within the intent of the Program. The Director's decision to grant the waiver will be based on the unique facts and merits of each situation and shall be final. The Director shall provide written notice of his decision to approve or deny the waiver request within 30 days of receiving the request.

Section 14.03 Waiver Requests. Grant Administration will submit a waiver request to the Director in writing, detailing the specific circumstances and rationale for the request. The request must be submitted within 30 days of HCD's original written notice (detailed in Section 14.02 that the person is to be excluded from the program.

SECTION XV

MISCELLANEOUS

Section 15.01 Independent Contractor. Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, subcontractors or agents for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the

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withholding of income, social security, and other payroll taxes, and all worker's compensation benefits coverage, if any.

Section 15.02 Cumulative Remedies. The City's rights, remedies and recourse granted in this Agreement and the Project Documents shall be cumulative and concurrent, may be pursued separately, successively and concurrently against the Contractor or any other responsible party at the City's sole discretion, and any proceeding under this Agreement or any of the Project Documents, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

Section 15.03 Survival. Contractor shall remain obligated to the City and the Homeowner 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 Project Documents and the indemnity and warranty provisions.

Section 15.04 NOT USED.

Section 15.05 Record Keeping and Audit. All original records pertinent to this Agreement shall be retained by the Contractor for three (3) years following the date of termination of this Agreement, or of submission of the final close-out report by the Director, whichever is later, except any litigation, claim or audit that is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved, or until the expiration of any minimum record retention requirement required by law, whichever is greater.

A. The Contractor, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to Contractor's records at reasonable times to the City, its employees, or its agents for the purposes of inspection, review, audit or monitoring of the funds awarded under this Agreement or the Tri-Party Agreement, by City personnel and other personnel duly authorized by the City. "Reasonable" shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the City. To the extent that the Contractor uses the services of subcontractors and consultants in the performance of Contractor's duties and obligations under this Agreement, this Subsection A shall be included in any subcontract or consultant agreement.

B. 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 Recipient's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

C. The Contractor shall keep in close contact with the Director and shall notify the City if any contact information or Project circumstance changes. The Director shall

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issue official letters, call official meetings, and require documentation to be submitted on a periodic basis. Contractor shall respond in writing to the Director within ten (10) business days of the date of any written or oral inquiry by the Director to ensure Project timelines are met, and compliance with local, state and federal government requirements is achieved.

D. If all required documentation and cooperation are not provided by the Contractor to the Director, the Director may withhold further payments until such documentation and cooperation are completed, or the Director may take such other action as specified in this Agreement.

E. The Contractor shall respond in writing to the Director within ten (10) business days of the date of any written or oral inquiry by providing such additional Project updates or information as may be requested by the Director.

Section 15.06 Applicable Law and Venue. This Agreement is subject to all laws of the United States of America, the State of Texas, charter and ordinances of the City and all rules and regulations of any regulatory body or office having jurisdiction and in particular, without limitation, the federal regulations codified at Title 24, Code of Federal Regulations (CFR) Part 570 and the State requirements under Chapter 311 of the Texas Tax Code. The venue for any litigation relating to this Agreement is in Harris County, Texas.

Section 15.07 No Quantity Guarantees and Non-Exclusivity.

A. This Agreement does not create an exclusive right in Contractor to perform all services concerning the subject of this Agreement. The City may procure and execute contracts with other contractors for the same, similar or additional services as those set forth in this Agreement.

B. The City makes no express or implied representations, warranties, or guarantees whatsoever, that any particular quantity, type, task area, or dollar amount of services will be procured or purchased from Contractor through this Agreement; nor does the City make any express or implied representations, warranties, or guarantees, whatsoever for the amount or value of revenue that Contractor may ultimately derive from or through this Agreement.

Section 15.08 Entire Agreement. This Agreement, as defined in the introductory paragraph hereof and the Project Documents, including documents incorporated herein and therein by reference and the attachments hereto and thereto, contain the entire agreement of the parties relating to the subject matter hereof and is a full and final expression of the agreement between the parties.

Section 15.09 Priority of Documents. If there is a conflict between any of the Project Documents, such conflict shall be resolved in the following order of precedence: first the Tri-Party Agreement, then Exhibit A (Property Description), then Exhibit B (Plans and Specifications/Work Write-Up and any authorized Change Orders), then this Master Contractor Agreement, then the Notice to Proceed, then the Certificate of Compliance, then the Acceptance Form, and then the Guidelines.

Section 15.10 Compliance with Certain State Law Requirements.

A. *Anti-Boycott of Israel*. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

B. *Anti-Boycott of Energy Companies*. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

C. *Anti-Boycott of Firearm Entities or Firearm Trade Associations*. Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

D. *Certification of No Business with Foreign Terrorist Organizations*. For purposes of Section 2252.152 of the Code, Contractor certifies that, at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

Section 15.11 Zero Tolerance Policy for Human Trafficking and Related Activities. The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement's effective date. Contractor shall immediately notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Contractor or its subcontractors providing services or goods under this Agreement.

Section 15.12 CONTRACTOR'S DEBT. **IF THE 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 THE CONTRACTOR HAS INCURRED A DEBT, THE CONTROLLER SHALL IMMEDIATELY NOTIFY THE DIRECTOR IN WRITING. IF THE 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 THE CONTRACTOR UNDER THIS AGREEMENT, AND THE CONTRACTOR WAIVES ANY RECOURSE THEREFOR. THE 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.

Section 15.13 SIGNATURE AUTHORITY. The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement 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 Agreement 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.

CONTRACTOR

RM Quality Construction LLC, a Texas limited liability company

Signed by:

By: Cody Johnson

74A35B3483C24E4...

Title: Manager

ATTEST/SEAL:

_____

CORPORATE SECRETARY

Additional Signature Page Follows

DS

This instrument is effective as of the date of the countersignature by the Controller of the City of Houston as shown below.

SEAL/ATTEST:

Signed by:
Troy D. Lemon
50EA7451720D4B5...

City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

John Whitmire, Mayor

DocuSigned by:
Cynthia Wilson
E372923F937B434...

APPROVED:

DocuSigned by:
Michael Nichols
728A192FDF024CE...

Michael C. Nichols, Director
Housing and Community Development Department

COUNTERSIGNED:

DS

Chris Hollins, Controller

DocuSigned by:
Emad Tahir
C7034DC62F544DF...

APPROVED:

DocuSigned by:
6121834A077C41A...

Chief Procurement Officer
Strategic Procurement Division

COUNTERSIGNATURE DATE:

2/20/2026

APPROVED AS TO FORM:

Signed by:
Daniell Davis
D0420B9D8971428...

Senior Assistant City Attorney
LD No. 000000065

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EXHIBIT A

COMPOSITE PRICING

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Item Description	Unit Price Slab (Brick Veneer)	Unit Price Slab (Brick Veneer) + Demo Cost	Unit Price Slab (Brick Veneer)+ Demo Cost+UFAS	Unit Price Pier & Beam (Brick Veneer)	Unit Price Pier & Beam (Brick Veneer) + Demo Cost	Unit Price Pier & Beam (Brick Veneer) + Demo Cost + UFAS	Unit Price Slab (Cement Board Siding)	Unit Price Slab (Cement Board Siding) + Demo	Unit Price Slab (Cement Board Siding) + Demo Cost + UFAS	Unit Price Pier & Beam (Cement Board Siding)	Unit Price Pier & Beam (Cement Board Siding)+ Demo Cost	Unit Price Pier & Beam (Cement Board Siding) +Demo Cost+UFAS	Unit Price Pier & Beam Elevated 4-6 ft (Brick Veneer)	Unit Price Pier & Beam Elevated 4-6 ft (Brick Veneer) +Demo Cost	Unit Price Pier & Beam Elevated 4-6 ft (Brick Veneer)+Demo +UFAS	Unit Price Pier & Beam Elevated 4-6 ft (Cement Board Siding)	Unit Price Pier & Beam Elevated 4-6 ft (Cement Board Siding)+Demo	Unit Price Pier & Beam Elevated 4-6 ft (Cement Board Siding)+Demo+ UFAS	16% Profit Included
1,100 - 1,300 sq. ft. house plan no. P1-2 (with 3 different elevations), with 2 bedrooms and 1 bathroom with 20X20 1car garage	$218,113.04	$230,516.57	$246,753.57	$235,131.65	$246,738.62	$259,738.62	$210,363.23	$221,970.20	$234,970.20	$228,231.48	$239,838.45	$252,838.45	$249,822.00	$261,428.97	$274,428.97	$239,643.05	$251,250.02	$264,250.02	
1,200 - 2,200 sq. ft. house plan no. P2-2 (with 3 different elevations), with 3 bedrooms and 2 bathrooms. with 20X20 2 car garage	$229,744.60	$245,773.51	$258,773.51	$250,000.00	$265,392.66	$278,392.66	$223,096.14	$238,488.80	$251,488.80	$237,781.28	$253,173.94	$266,173.94	$262,500.00	$277,892.66	$290,892.66	$249,670.34	$265,063.00	$278,063.00	
1,500 - 2,400 sq. ft. house plan no. P3-2 (with 3 different elevations), with 4 bedrooms and 2 bathrooms, with 20X20 2 car garage	$238,265.03	$257,520.87	$270,520.87	$250,000.00	$268,140.22	$281,140.22	$225,213.62	$243,353.84	$256,353.84	$228,646.47	$246,786.69	$259,786.69	$262,500.00	$277,892.66	$290,892.66	$250,000.00	$268,140.22	$281,140.22	

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Descriptions	Unit Cost Factor	Legend	Profit Included
Cost of project management, meetings, business development, scheduling, estimating, safety, accounting, advertising, insurance, interest, legal fees, labor burden, rent, repairs, supplies, taxes, telephone bills, travel expenditures, and utilities, etc. required to operate your business, builder profit, procurement of bonds, cost of permits and code inspections, cost of job site trailers, materials storage, radios, dumpsters, temporary toilets, site signage, site security, and any other soft costs required to complete the scope of work.	Included in Unit Price Below	- LF = Linear Foot - SF = Square Foot - CY = Cubic Yard - HR = Hour - EA = Each - SQ = One standard roofing square (100 square feet)	18%
Flatwork - Approach with Culvert			
1. Concrete floor sawing - 4"	LF	$21.21	
2. Culvert - 24"	LF	$64.45	
3. Engineered fill (per CY)	CY	$85.36	
4. Gravel under slab - in place	CY	$82.11	
5. Concrete slab on grade - 4"	SF	$11.00	
6. Concrete slab	SF	$2.71	
7a. Remove water supply line	LF	$2.25	
7b. Water supply line	LF	$20.53	
Includes: PVC supply line, glue, fittings, hangers, and installation labor. Labor cost to remove 2" PVC tubing and to discard in a job-site waste			
8a. Remove black pipe with fitting and hanger, 1"	LF	$4.57	
8b. Black pipe with fitting and hanger 1"	LF	$19.58	
Includes: Schedule 40 black pipe with fittings and hangers and installation labor. Quality: 1 fitting and 1 hanger per 10 lineal ft.			
9a. Remove cast iron pipe	LF		
9b. Cast iron pipe (no- hub) with fitting and hanger, 6"	LF	$13.61	
Includes: Cast iron pipe, fittings, bands, and installation labor. Quality: 6" pipe. One fitting and two bands		$98.42	
10. Excavate by hand	CY	$73.47	
11. Gravel (per CY)	CY	$50.97	
12. Electric heat tape for exposed water lines	LF	$8.98	
Includes: Heat cable, plug,			
13. Backfill by hand - No compaction	CY	$30.58	
14. Riding drum compactor and operator	HR	$126.35	
FOUNDATION - FLOOR LEVELING			
15. Relevel - whole house modular	EA	$3,124.49	
Home includes: shims, wedges, & installation labor. Excludes: new masonry block. existing blocks should be used. Quality: up to 24 piers per triple wide unit.			
16. Foundation leveling per pier	EA	$1,050.95	
DRIVEWAY/SIDEWALK REPAIR			
17. Epoxy injection - concrete repair (per LF of crack)	LF	$72.89	
18. Concrete floor sawing - 4" slab	LF	$21.21	
19. Concrete patch / small repair	EA	$245.67	
20. Concrete floor sawing - 4" slab	LF	$21.21	
21. Gravel under slab in place	CY	$90.68	

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22. Concrete slab reinforcement - 6"x 6", #10 wire mesh	SF	$1.51
23a. Remove Concrete slab 4" - finished	SF	$4.95
23b.Install concrete slab on 4"-finished	SF	$12.02
Roofing 25yr/30yr shingles		
24. Remove, haul off, dispose 3 tab comp shingles	SQ	$81.77
25. Laminated - comp. shingle w/out felt	SQ	$298.98
26. 3 tab - 25 yr. comp. shingle w/out felt	SQ	$268.42
27. Roofing felt - 15 lb	SQ	$36.78
28. Asphalt starter - universal starter course	LF	$3.11
29a. Remove ridge cap comp shingles	LF	$3.36
29b. Ridge cap - comp shingles	LF	$5.79
30a. Remove drip edge	LF	$0.65
30b. Drip edge	LF	$3.17
31a. Remove roof vent -turtle type metal	EA	$13.31
31b. Roof vent - turtle type metal	EA	$78.23
32a. Remove valley metal	LF	$0.85
32b. Valley metal	LF	$7.00
33a. Remove exhaust cap thru roof up to 4"	EA	$13.12
33b. Exhaust cap - thru roof up to 4"	EA	$106.36
34a. Remove rain cap - 4" to 5"	EA	$7.38
34b. Rain cap - 4" to 5"	EA	$45.73
35a. Remove exhaust cap thru roof 6" to 8"	EA	$12.15
35b. Exhaust cap - thru roof 6" to 8"	EA	$108.37
36a. Remove rain cap - 6"	EA	$7.37
36b. Rain cap - 6"	EA	$51.16
37. Gutter/downspout detach & reset	LF	$5.70
38a. Remove flashing pipe jack lead	EA	$10.35
38b. Flashing - pipe jack - lead	EA	$95.03
39a. Remove sheathing - OSB 1/2"	SF	$0.93
39b. Sheathing - OSB - 1/2"	SF	$2.05
SOFFIT, FASCIA and GUTTERS		
40a. Remove soffit box framing 1' overhang	LF	$2.83
40b. Soffit box framing - 1' overhang	LF	$6.40
41a. Remove soffit box framing 2' overhang	LF	$2.87
41b. Soffit box framing 2' overhang	LF	$8.54
42a. Remove fascia 1" x 4" #1 pine	LF	$0.65
42b. Fascia - 1" x 4" - #1 pine	LF	$7.51
43a. Remove fascia 1" x 6" #1 pine	LF	$0.65
43b. Fascia - 1" x 6" - #1 pine	LF	$9.24
44a. Remove fascia - 1" x 8" #1 pine	LF	$0.65
44b. Fascia - 1" x 8" - #1 pine	LF	$10.96
45a. Remove soffit metal	SF	$0.60

45b. Soffit metal	SF	$8.43
46a. Remove soffit vinyl	SF	$0.60
46b. Soffit - vinyl	SF	$7.20
47a. Remove soffit wood	SF	$0.65
47b. Soffit - wood	SF	$8.36
48a. Remove soffit fiber cement panel	SF	$0.60
48b. Soffit fiber cement panel	SF	$7.32
49a. Remove soffit vent	EA	$13.44
49b. Soffit vent	EA	$58.90
50a. Remove fascia metal 4"	LF	$0.69
50b. Fascia metal 4"	LF	$6.48
51a. Remove fascia metal 6"	LF	$0.69
51b. Fascia metal 6"	LF	$7.32
52a. Remove fascia metal 8"	LF	$0.69
52b. Fascia metal 8"	LF	$8.19
53a. Remove fascia fiber cement 4"	LF	$0.65
53b. Fascia fiber cement 4"	LF	$7.92
54a. Remove fascia fiber cement 6"	LF	$0.65
54b. Fascia fiber cement 6"	LF	$9.54
55a. Remove fascia fiber cement 8"	LF	$0.74
55b. Fascia fiber cement 8"	LF	$10.72
56a. Remove gutter guard/screen	LF	$0.67
56b. Gutter guard/screen	LF	$4.41
57a. Remove gutter/downspout plastic	LF	$0.85
57b. Gutter/downspout plastic	LF	$8.00
58a. Remove gutter aluminum up to 5"	LF	$0.98
58b. Gutter aluminum up to 5"	LF	$10.37
59a. Remove downspout aluminum up to 5"	LF	$0.98
59b. Downspout aluminum up to 5"	LF	$10.37
60. Gutter/downspout detach & reset	LF	$5.57
61a. Remove splash block precast concrete	EA	$9.14
61b. Splash block - precast	EA	$66.11
EXTERIOR- SIDING		
62a. Remove brick veneer standard grade (i.e. concrete)	SF	$3.70
62b. Brick veneer standard grade (i.e. concrete)	SF	$17.64
63a. Remove stone veneer manufactured stone	SF	$10.08
63b. Stone veneer manufactured stone	SF	$26.13
EXTERIOR- SIDING		
64. Re-point masonry	SF	$10.77
65. Re-point masonry block	SF	$5.89
EXTERIOR- SIDING		
66a. Remove siding hardboard lap 8" per ind material source	SF	$0.88

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66b. Siding hardboard lap 8" per ind. Material source	SF	$4.22
67a. Remove siding aluminum (.019 thickness) standard grade	SF	$0.93
67b. Siding aluminum (.019 thickness) standard grade	SF	$9.25
68a. Remove siding shiplap pine or equal	SF	$0.97
68b. Siding shiplap pine or equal	SF	$8.05
69a. Remove siding - vinyl	SF	$0.89
69b. Siding - vinyl	SF	$5.61
70a. Remove house wrap air/moisture barrier	SF	$0.20
70b. House wrap air/moistre barrier	SF	$0.65
71a. Remove fiber cement lap siding 8"	SF	$0.89
71b. Fiber cement lap siding 8"	SF	$6.44
72a. Remove vertical siding fiber cement board sheet	SF	$0.71
72b. Vertical siding fiber cement board sheet	SF	$4.87
73a. Remove siding trim 1"x 4" fiber cement trim board	LF	$0.69
73b. Siding trim 1" x 4" fiber cement trim	LF	$7.88
74a. Remove light/outlet block fiber cement	EA	$4.75
74b. Light/outlet block fibercement	EA	$33.65
PAINTING		
75. Exterior seal/ prime then paint w/two finish coats	SF	$2.61
SMALL WINDOWS		
76a. Remove aluminum window, horiz. slider 3-11 sf	EA	$58.25
76b. Aluminum window horiz slider 3-11 sf,	EA	$301.96
77a. Remove wood window single hung 4-8 sf	EA	$74.52
77b. Wood window single hung 4-8 sf	EA	$652.11
78a. Remove vinyl window single hung 4-8 sf	EA	$58.25
78b. Vinyl window single hung 4-8 sf	EA	$343.01
79a. Remove window screen 1-9 sf	EA	$13.35
79b. Window screen, 1- 9 SF	EA	$51.80
80. Additional charge for retrofit window 3-11 sf	EA	$144.46
81. Add on impact resistant laminated glass	SF	$24.37
82b. Casing 2 1/4"	LF	$3.17
83a. Remove window stool & apron	LF	$5.38
83b. Window stool & apron	LF	$22.99
84. Seal & paint casing two coats	LF	$10.34
85. Seal & paint window stool & apron	LF	$6.23
MEDIUM WINDOWS		
86a. Remove aluminum window horiz. slider 12-23 sf	EA	$58.25
86b. Aluminum window horiz slider 12-23 sf	EA	$388.75
87a. Remove wood window single hung 9-12 sf	EA	$74.52
87b. Wood window single hung 9-12 sf	EA	$745.58
88a. Remove vinyl window, single hung, 9-12 sf	EA	$58.25
88b. Vinyl window, single hung 9-12 sf	EA	$391.69

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89a. Remove window screen 10-16 sf	EA	$8.86
89b. Window screen, 10-16 sf	EA	$69.47
90. Additional charge retrofit window 12-23 sf	EA	$201.12
91. Add on for "Low E" glass	SF	$101.76
92a. Remove Casing - 2 1/4"	LF	$0.98
92b. Casing 2 1/4"	LF	$3.37
93a. Remove window stool & apron	LF	$2.83
93b. Window stool & apron	LF	$18.71
94. Seal & paint casing two coats	LF	$10.29
95. Seal & paint window stool & apron	LF	$7.94
LARGE WINDOWS		
96a. Remove aluminum window, single hung 13-19 sf	EA	$58.25
96b. Aluminum window single hung 13-19 sf	EA	$413.29
97a. Remove wood window double hung 13-19 sf	EA	$234.74
97b. Wood window double hung 13-19 sf	EA	$1,010.51
98a. Remove vinyl window, single hung, 13-19 sf	EA	$58.25
98b. Vinyl window single hung 13-19 sf	EA	$495.44
99a. Remove window screen 17-25 sf	EA	$8.86
99b. Window screen 17- 25 sf	EA	$81.16
100. Additional charge retrofit window 12-23 sf	EA	$196.64
101. Add on for "Low E" glass	SF	$17.12
102a. Remove casing 2 1/4"	LF	$2.44
102b. Casing 2 1/4"	LF	$3.43
103a. Remove window stool & apron	LF	$5.38
103b. Window stool & apron	LF	$10.82
104. Seal & paint casing two coats	LF	$2.23
105. Seal & paint window stool & apron	LF	$5.03
EXTRA LARGE WINDOWS		
106a. Remove aluminum window single hung 20-28 sf	EA	$66.82
106b. Aluminum window single hung 20-28	EA	$513.10
107a. Remove aluminum window horiz slider 24-32 sf	EA	$85.26
107b. Aluminum window horiz slider 24-32 sf	EA	$582.86
108a. Remove aluminum window picture/fixed 24-32 sf	EA	$85.32
108b. Aluminum window picture/fixed 24-32 sf	EA	$455.20
109a. Remove wood window double hung 20-28 sf	EA	$93.52
109b. Wood window double hung 20-28 sf	EA	$1,185.68
110a. Remove vinyl window, single hung, 20-28 sf	EA	$66.82
110b. Vinyl window single hung 20- 28 sf	EA	$608.16
111a. Remove window screen 26 -32 sf	EA	$8.86
111b. Window screen 26-32 sf	EA	$101.56
112. Additional charge retrofit window, 24-40 sf	EA	$220.40
113. Add on for "Low E" glass	SF	$17.12

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114a. Remove casing 2 1/4"	LF	$0.98
114b. Casing - 2 1/4"	LF	$3.17
115a. Remove window stool & apron	LF	$4.53
115b. Window stool & apron	LF	$10.82
116. Seal & paint casing two coats	LF	$2.73
117. Seal & paint window stool & apron	LF	$5.54
EXTERIOR DOORS ALL DOORS INSTALLED SHALL BE 6 PANEL COLONIST IN STYLE.		
118a. Remove exterior door metal insulated standard grade	EA	$54.03
118b. Exterior door metal insulated standard grade	EA	$458.78
119a. Remove door sweep	EA	$11.54
119b. Door sweep	EA	$34.49
120a. Remove door peep hole	EA	$8.06
120b. Door peep hole	EA	$23.58
121a. Remove door lockset & deadbolt standard grade	EA	$25.04
121b. Door lockset & deadbolt standard grade	EA	$81.21
122a. Remove door stop wall or floor mounted	EA	$8.06
122b. Door stop wall or floor mounted	EA	$15.87
123. Additional charge for retrofit door	EA	$310.89
124. Prime & paint door slab only per side	EA	$69.98
125. Paint door/window trim & jamb two coats (per side)	EA	$44.40
SLIDING GLASS DOORS		
126a. Remove 6-0 6- 8 vinyl sliding patio door	EA	$81.50
126b. 6-0 6-8 vinyl sliding patio door	EA	$1,415.62
127. Sliding patio door reinforcement/security lock hardware	EA	$77.11
128a. Remove patio door screen 36" wide	EA	$10.68
128b. Patio door screen 36" wide	EA	$107.61
129a. Remove sliding patio door handle	EA	$14.83
129b. Sliding patio door handle	EA	$54.86
130a. Additional charge for retrofit sliding door	EA	$206.09
131. Seal & paint casing two coats	LF	$35.99
French Doors		
132a. Remove french door exterior prehung unit-	EA	$56.58
132b. French door exterior pre hung unit	EA	$1,243.42
133. Paint french door slab only two coats (per side)	EA	$107.09
134. Additional charge for retrofit exterior door	EA	$294.60
135. Paint door/window trim & jamb two coats (per side)	EA	$48.69
136a. Remove exterior door sidelite only	EA	$75.90
136b. Exterior door sidelite only	EA	$448.99
Overhead Doors		
137a. Remove overhead door & hardware 8' x 7'standard grade	EA	$128.23
137b. Overhead door & hardware 8'x7' standard grade	EA	$1,204.10
138a. Remove overhead door & hardware 9' x 7' standard grade	EA	$128.23

138b. Overhead door & hardware 9'x7' standard grade	EA	$1,246.59
139a. Remove overhead door & hardware 10'x7' standard grade	EA	$142.34
139b. Overhead door & hardware 10'x7' standard grade	EA	$1,377.45
140a. Remove overhead door & hardware 12'x7'standard grade	EA	$355.55
140b. Overhead door & hardware 12'x7' standard grade	EA	$1,502.40
141b. Overhead door & hardware 16'x7' standard grade	EA	$1,842.27
142a. Remove overhead door & hardware 18'x7' standard grade	EA	$171.48
142b. Overhead door & hardware 18'x7' standard grade	EA	$1,989.07
143a. Remove overhead garage door opener standard grade	EA	$49.17
1143b. Overhead garage door opener standard grade	EA	$534.19
144. Overhead door detach & reset	EA	$418.05
Exterior Electrical		
145a. Remove outlet or switch	EA	$9.01
145b. Exterior outlet or switch	EA	$36.02
146a. Remove exterior outlet or switch cover	EA	$2.61
146b. Exterior outlet or switch cover	EA	$15.18
147a. Remove 110 volt copper wiring run & box rough in only	EA	$20.57
147b. 110 volt copper wiring run & box rough in only	EA	$112.68
148a. Remove lighted house numbers	EA	$15.22
148b. Lighted house numbers	EA	$129.85
149a. Remove light fixture standard grade	EA	$21.49
149b. Exterior light fixture standard grade	EA	$111.27
150a. Remove motion sensor exterior light fixture	EA	$14.81
150b. Motion sensor exterior light fixture	EA	$96.34
151a. Remove door bell/chime button only	EA	$6.37
151b. Door bell/chime button only	EA	$47.24
152a. Remove door bell/chime standard grade	EA	$11.05
152b. Door bell/chime standard grade	EA	$163.73
Electrical Service		
153a. Remove breaker panel 125 amp	EA	$284.88
153b. Breaker panel 125 amp	EA	$1,210.14
154a. Remove breaker panel 150 amp w/arc fault breakers	EA	$657.42
154b. Breaker panel - 150 amp w/arc fault breakers	EA	$2,461.55
155a. Remove grounding rod copper clad with clamp 8'	EA	$40.43
155b. Grounding rod copper clad with clamp 8'	EA	$176.74
156a. Remove #8 gauge copper wire stranded or solid	LF	$4.75
156b. #8 gauge copper wire stranded or solid	LF	$5.31
157a. Remove circuit breaker main disconnect 150 to 200 amp	EA	$61.66
157b. Circuit breaker main disconnect 150 to 200 amp	EA	$408.23
158a. Remove meter base 200 amp	EA	$134.96
158b.Meter base 200 amp	EA	$532.35
159a. Remove meter mast for overhead power 2" conduit	EA	$193.87

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159b. Meter mast overhead power 2" conduit	EA	$873.66
ELECTRICAL		
160. Rewire average residence copper wiring	SF	$7.50
161a. Remove 110 volt copper wiring run & box rough in only	EA	$20.57
161b. 110 volt copper wiring run and box rough in only	EA	$104.11
162a. Remove 110 volt copper wiring run box & outlet	EA	$20.57
162b. 110 volt copper wiring run box & outlet	EA	$127.61
163a. Remove 110 volt copper wiring run box tamper resistant outlet	EA	$24.86
163b. 110 volt copper wiring run, box, tamper-resistant outlet	EA	$139.45
164a. Remove outlet	EA	$11.58
164b. Outlet	EA	$31.23
165a. Remove switch cover	EA	$2.61
165b. Switch cover	EA	$6.10
166a. Remove outlet or switch cover double	EA	$9.47
166b. Outlet or switch cover double	EA	$8.04
167a. Remove outlet tamper resistant	EA	$10.68
167b. Outlet tamper resistant	EA	$29.39
168a. Remove ground fault interrupter (GFI) outlet	EA	$15.87
168b. Ground fault interrupter (GFI) outlet	EA	$65.41
169a. Remove Ground fault interrupter (GFI) outlet tamper resistant	EA	$15.87
169b. Ground fault interrupter (GFI) outlet tamper resistant	EA	$73.21
170a. Remove 110 volt copper wiring run box & switch	EA	$33.43
170b. 110 volt copper wiring run box & switch	EA	$146.46
171a. Remove switch	EA	$11.58
171b. Switch	EA	$28.66
172a. Remove switch 3 way	EA	$11.58
172b. Switch - 3 way	EA	$40.56
173a. Remove 220 volt copper wiring run & box rough in only	EA	$27.96
173b. 220 volt copper wiring run & box rough in only	EA	$242.81
174a. Remove 220 volt copper wiring run box & receptacle	EA	$62.24
174b. 220 volt copper wiring run, box & receptacle	EA	$303.34
175a. Remove 220 volt outlet	EA	$41.58
175b. 220 volt outlet	EA	$89.36
176a. Remove 220 volt outle cover	EA	$4.33
177a. Remove combination CO/Smoke detector standard grade	EA	$20.26
177b. Combination CO/Smoke detector standard grade	EA	$125.71
178a. Remove smoke detector standard grade	EA	$15.71
178b. Smoke detector standard grade	EA	$71.97
179a. Remove light fixture standard grade	EA	$15.43
179b. Light fixture standard grade	EA	$80.90
180a. Remove ceiling fan & light standard grade	EA	$31.48
180b. Ceiling fan & light standard grade	EA	$416.75

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181a. Remove medium size light fixture cover only	EA	$8.61
181b. Light fixture medium size cover only	EA	$32.31
182a. Remove recessed light fixture standard grade	EA	$19.47
182b. Recessed light fixture standard grade	EA	$163.81
183a. Remove fluorescent light fixture standard grade	EA	$24.35
183b. Fluorescent light fixture standard grade	EA	$138.95
184a. Remove hanging light fixture	EA	$22.42
184b. Hanging light fixture	EA	$121.73
185a. Remove Door bell/chime button only	EA	$3.79
186a. Remove Door bell/chime standard grade	EA	$10.69
186b. Door bell/chime standard grade	EA	$169.73
187a. Remove junction box	EA	$25.81
187b. Junction box	EA	$175.50
188a. Remove PVC schedule 40 conduit 1/2"	LF	$1.61
188b. PVC schedule 40 1/2"	LF	$7.78
189a. Remove liquid tight flexible conduit, 1/2"	LF	$5.74
189b. Liquid tight flexible conduit 1/2"	LF	$14.04
190a. Remove flexible metal conduit 1/2" to 1"	LF	$2.67
190b. Flexible metal conduit 1/2" to 1"	LF	$7.56
191a. Remove rigid conduit 3/4"	LF	$4.14
191b. Rigid conduit 3/4"	LF	$15.10
HVAC 2 ton air conditioning system		
192a. Remove central air condenser unit 2 ton 16 -21 Seer	EA	$126.10
192b. Central air condenser unit 2 ton 16-21 Seer	EA	$3,972.05
193a. Remove Air handler - with heat element and A/C coil -	EA	$158.23
193b. Air handler with heat element & A/C coil 2 ton	EA	$2,637.60
194a. Remove ductwork system hot or cold air 901 to 1199 sf home	EA	$685.98
194b. Ductwork system hot or cold air 901 to 1199 SF home	EA	$4,486.50
195a. Remove ductwork system hot or cold air 1200 to 1599 sf home	EA	$740.53
195b. Ductwork system hot or cold air 1200 to 1599 sf home	EA	$5,715.30
3-ton Air Conditioning System		
196a. Remove central air condenser unit 3 ton 16 -21 seer	EA	$166.30
196b. Central air - condenser unit 3 ton 16 -21 seer	EA	$4,365.65
197a. Remove Air handler - with heat element and A/C coil 3 ton	EA	$158.23
197b. Air handler with heat element and A/C coil 3 ton	EA	$3,430.76
198a. Remove ductwork system hot or cold air 1200 to 1599 SF home	EA	$714.82
198b. Ductwork system - hot or cold air - 1200 to 1599 SF home	EA	$5,715.30
199a. Remove ductwork system hot or cold air 1600 to 2199 SF home	EA	$833.18
199b. Ductwork system hot or cold air 1600 to 2199 SF home	EA	$6,845.31
4-ton Air Conditioning System		
200a. Remove Central air -condenser unit 4 ton 16-21 Seer	EA	$128.77
200b. Central air condenser unit 4 ton 16-21 Seer	EA	$4,543.42

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201a. Remove air handler with heat element and A/C coil 4 ton	EA	$166.80
201b. Air handler with heat element and A/C coil 4 ton	EA	$4,121.56
202a. Remove ductwork system hot or cold air 1600 to 2199 SF home	EA	$840.32
202b. Ductwork system - hot or cold air - 1600 to 2199 SF home	EA	$6,862.46
203a. Remove ductwork system hot or cold air 2200 to 2500 SF home	EA	$920.35
203b. Ductwork system hot or cold air 2200 to 2500 SF home	EA	$8,059.32
5-ton Air Conditioning System		
204a. Remove Central air - condenser unit - 5 ton - 16-21 SEER	EA	$193.54
204b. Central air condenser unit 5 ton 16- 21 SEER	EA	$5,508.95
205a. Remove Air handler - with heat element and A/C coil 5 ton	EA	$183.87
205b. Air handler with heat element and A/C coil - 5 ton	EA	$4,475.27
206a. Remove ductwork system hot or cold air 2200 to 2500 SF home	EA	$937.49
206b. Ductwork system - hot or cold air - 2200 to 2500 SF home	EA	$8,042.17
207a. Remove ductworksystem hot or cold air 901 to 1199 SF home	EA	$660.70
207b. Ductwork system - hot or cold air - 901 to 1199 SF home	EA	$4,435.07
HVAC ACCESSORIES		
208a. Remove Condenser pad 36" x 36"	EA	$15.78
208b. Condenser pad 36" x 36"	EA	$105.71
209a. Remove Circuit breaker bolt on 1 pole 15 to 60 amp	EA	$64.46
209b. Circuit breaker bolt on 1 pole 15 to 60 amp	EA	$115.57
210a. Remove disconnect box 30 amp non fused	EA	$64.46
210b. Disconnect box 30 amp non fuse	EA	$268.39
211a. Remove refrigerant lineset 3/8"x3/4" tubing 31'to 50'	EA	$35.58
211b. Refrigerant lineset 3/8"x3/4" tubing 31'to 50'-	EA	$606.03
212a. Remove air conditioning security cage	EA	$26.58
212b. Air conditioning security cage	EA	$533.21
213a. Remove condensate drain line	EA	$15.78
213b. Condensate drain line	EA	$80.63
Per HCDD Policy, the recommended replacement brand of HVAC components shall be TRANE, CARRIER or LENNOX; if unavailable, a HCDD approved equal.		
HVAC SERVICE		
214. Furnace heavy clean, replace filters and service w/AC	EA	$562.22
HVAC		
215. HVAC Technician per hour. This line item is for HVAC technician test & repair of the existing system.	HR	$130.36
HVAC ACCESSORIES		
216. Central air condenser unit detach & reset	EA	$750.60
217a. Remove condenser pad 24" x 24"	EA	$15.78
217b. Condenser pad 24" x 24"	EA	$79.24
218a. Remove condenser pad 36" x 36"	EA	$15.78
218b. Condenser pad 36" x 36"	EA	$101.42
219a. Remove Air conditioning security cage	EA	$30.87
219b. Air conditioning security cage	EA	$464.26
220. Air handler with heat element detach & reset	EA	$1,007.86

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221a. Remove emergency drip pan	EA	$12.75
221b. Emergency drip pan	EA	$58.05
222a. Remove air handler hanging kit with drip pan	EA	$26.58
222b. Air handler hanging kit with drip pan	EA	$407.01
223a. Remove thermostat	EA	$16.57
223b. Thermostat	EA	$144.57
224a. Remove cold air return cover	EA	$13.46
224b. Cold air return cover	EA	$45.01
225a. Remove ceiling diffusers/grills circular 8"-10" diameter	EA	$10.78
225b. Ceiling diffusers/grills circular 8"-10" diamete	EA	$50.85
226a. Remove heat/AC register mechanically attached	EA	$7.88
226b. Heat/AC register mechanically attached	EA	$52.44
227a. Remove heat/AC floor register	EA	$10.58
227b. Heat/AC floor register	EA	$39.37
228. Fire damper in wall 2' x 2'spring actuated	EA	$251.02
229a. Remove Exterior cover for ventilation duct 5"or 6"	EA	$8.83
229b. Exterior cover for ventilation duct 5" or 6"	EA	$68.87
230a. Remove Condensate drain pump	EA	$24.99
230b. Condensate drain pump	EA	$255.45
231a. Remove condensate drain line	EA	$28.97
231b. Condensate drain line	EA	$72.37
232a. Remove 110 volt copper wiring run and box rough in only	EA	$16.29
232b. 110 volt copper wiring run and box rough in only	EA	$121.46
233a. Remove 110 volt copper wiring run, box and switch	EA	$20.95
233b. 110 volt copper wiring run, box and switch	EA	$176.53
234a. Remove ductwork flexible non- insulated 6" round	LF	$5.38
234b. Ductwork flexible non- insulated 6" round	LF	$16.78
235a. Remove Bathroom ventilation fan standard grade	EA	$33.94
235b. Bathroom ventilation fan standard grade	EA	$118.38
To install a bathroom ventilation fan & switch & to tie in exhaust in attic to existing ducting to exterior.		
Plumbing		
236. Fee to detect underslab leak	EA	$427.34
237. Open and close slab for plumbing work	EA	$2,350.49
238. Rough in plumbing per fixture	EA	$883.01
239. Rough in plumbing includes supply and waste lines	SF	$153.14
Sewer back up service call		$6.06
240. Sewer/drain line camera w/ operator	EA	$432.39
Evidence of sewer backup requires technician.		
PLUMBING		
241. Plumbing service call	EA	$300.76
The above line item is for a plumber to determine the cause of a plumbing issue that is either unknown at the time of assessment, or unable to be estimated. If necessary, a Change Order should be submitted to fund the appropriate repair.		

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PLUMBING - GAS LINES		
242a. Remove Black pipe with fitting and hanger, 1/2"	LF	$4.21
242b. Black pipe with fitting and hanger, 1/2"	LF	$18.16
243a. Remove Black pipe with fitting and hanger, 3/4"	LF	$4.21
243b. Black pipe with fitting and hanger, 3/4"	LF	$18.85
244a. Remove Black pipe with fitting and hanger, 1"	LF	$4.21
244b. Black pipe with fitting and hanger, 1"	LF	$19.88
245a. Remove Black pipe with fitting and hanger, 2"	LF	$8.06
245b. Black pipe with fitting and hanger, 2"	LF	$38.64
246a. Remove Black pipe with fitting and hanger, 3"	LF	$11.16
246b. Black pipe with fitting and hanger, 3"	LF	$62.11
247a. Remove Black pipe with fitting and hanger, 4"	LF	$13.14
247b. Black pipe with fitting and hanger, 4"	LF	$85.37
PVC SUPPLY LINES		
248a. Remove water supply line PVC with fitting and hanger 1/2"	LF	$2.12
248b. Water supply line PVC with fitting and hanger, 1/2"	LF	$19.20
249a. Remove Water supply line PVC with fitting and hanger,3/4"	LF	$2.12
249b. Water supply line PVC with fitting and hanger, 3/4"	LF	$19.45
250a. Remove Water supply line PVC with fitting and hanger, 1"	LF	$2.13
250b. Water supply line PVC with fitting and hanger, 1"	LF	$19.97
251a. Remove Water supply line - PVC with fitting and hanger, 1- 1/4"	LF	$2.08
251b. Water supply line PVC with fitting and hanger, 1-1/4"	LF	$20.26
252a. Remove Water supply line - PVC with fitting and hanger, 1- 1/2"	LF	$2.13
252b. Water supply line PVC with fitting and hanger, 1-1/2"	LF	$20.39
253a. Remove Water supply line PVC with fitting and hanger, 2"	LF	$2.13
253b. Water supply line PVC with fitting and hanger, 2"	LF	$21.40
COPPER SUPPLY LINES		
254a. Remove water supply line copper with fitting &hanger /8"	LF	$2.08
254b. Water supply line copper with fitting & hanger 3/8"	LF	$23.80
255a. Remove water supply line copper with fitting and hanger 1/2"	LF	$2.08
255b. Water supply line - copper with fitting and hanger, 1/2"	LF	$23.32
256a. Remove water supply line copper withfitting and hanger 3/4"	LF	$2.39
256b. Water supply line - copper with fitting and hanger, 3/4"	LF	$26.87
257a. Remove water supply line copper with fitting and hanger 1"	LF	$2.39
257b. Water supply line copper with fitting and hanger, 1"	LF	$33.61
258a. Remove water supply line - copper with fitting and hanger, 1- 1/2"	LF	$2.68
258b. Water supply line - copper with fitting and hanger, 1-1/2"	LF	$44.16
259a. Remove water supply line copper with fitting and hanger 2"	LF	$3.61
259b. Water supply line copper with fitting and hanger 2"	LF	$61.50
260a. Remove water supply line copper with fitting and hanger 3"	LF	$4.11
260b. Water supply line copper with fitting and hanger 3"	LF	$102.29
PEX SUPPLY LINES		
261a. Remove water supply line - PEX with fitting and hanger, 3/8"	LF	$2.08
261b. Water supply line - PEX with fitting and hanger, 3/8"	LF	$15.78

262a. Remove water supply line PEX with fitting and hanger, 1/2"	LF	$2.17
262b. Water supply line PEX with fitting and hanger, 1/2"	LF	$15.68
263a. Remove water supply line PEX with fitting and hanger 3/4"	LF	$2.17
263b. Water supply line PEX with fitting and hanger, 3/4"	LF	$17.19
264a. Remove water supply line PEX with fitting and hanger, 1"	LF	$2.17
264b. Water supply line PEX with fitting and hanger, 1"	LF	$19.05
ABS DRAIN LINES		
265a. Remove Drain/Vent line - ABS pipe with fitting and hanger, 1- 1/2"	LF	$1.97
265b. Drain/Vent line - ABS pipe with fitting and hanger, 1-1/2"	LF	$12.16
266a. Remove Drain/Vent line ABS pipe with fitting and hanger, 2"	LF	$1.97
266b. Drain/Vent line - ABS pipe with fitting and hanger, 2"	LF	$17.75
267a. Remove Drain/Vent line ABS pipe with fitting and hanger, 3"	LF	$2.17
267b. Drain/Vent line - ABS pipe with fitting and hanger, 3"	LF	$21.58
268a. Remove Drain/Vent line -ABS pipe with fitting and hanger, 4"	LF	$2.17
268b. Drain/Vent line - ABS pipe with fitting and hanger, 4"	LF	$23.58
269a. Remove Drain/Vent line -ABS pipe with fitting and hanger, 6"	LF	$2.36
269b. Drain/Vent line - ABS pipe with fitting and hanger, 6"	LF	$39.52
PVC DRAIN LINES		
270a. Remove Drain/Vent line - PVC pipe with fitting and hanger, 1- 1/2"	LF	$1.97
270b. Drain/Vent line - PVC pipe with fitting and hanger, 1- 1/2"	LF	$12.39
271a. Remove Drain/Vent line - PVC pipe with fitting and hanger, 2"	LF	$1.97
271b. Drain/Vent line - PVC pipe with fitting and hanger, 2"	LF	$18.19
272a. Remove Drain/Vent line - PVC pipe with fitting and hanger, 4"	LF	$2.17
272b. Drain/Vent line - PVC pipe with fitting and hanger, 4"	LF	$22.68
273a. Remove Drain/Vent line - PVC pipe with fitting and hanger, 3"	LF	$2.25
273b. Drain/Vent line - PVC pipe with fitting and hanger, 3"	LF	$21.41
274a. Remove Drain/Vent line - PVC pipe with fitting and hanger, 6"	LF	$2.33
274b. Drain/Vent line - PVC pipe with fitting and hanger, 6"	LF	$31.74
SEWER LINES		
275a. Remove cast iron pipe (no- hub) with fitting and hanger, 1-1/2"	LF	$6.43
275b. Cast iron pipe (no-hub) with fitting and hanger, 1- 1/2"	LF	$50.67
276a. Remove cast iron pipe (no- hub) with fitting and hanger, 2"	LF	$6.52
276b. Cast iron pipe (no-hub) with fitting and hanger, 2"	LF	$51.25
277a. Remove cast iron pipe (no- hub) with fitting and hanger, 3"	LF	$8.61
277b. Cast iron pipe (no-hub) with fitting and hanger, 3"	LF	$60.33
278a. Remove cast iron pipe (no- hub) with fitting and hanger, 4"	LF	$9.17
278b. Cast iron pipe (no-hub) with fitting and hanger 4"	LF	$71.97
279a. Remove cast iron pipe (no- hub) with fitting and hanger 6"	LF	$13.61
279b. Cast iron pipe (no-hub) with fitting and hanger 6"	LF	$82.47
280a. Remove cast iron pipe (no- hub) with fitting and hanger, 8"	LF	$17.74
280b. Cast iron pipe (no- hub) with fitting and hanger, 8"	LF	$141.48
281a. Remove cast iron pipe (no hub) with fitting and hanager 12"	LF	$24.32
281b. Cast iron pipe (no hub) with fitting and hanger, 12"	LF	$159.93
PIPE INSULATION		

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282. Foam pipe insulation - 1/2" wall for 1/8" to 3/4" pipe	LF	$4.59
283. Foam pipe insulation - 3/4" wall for 1/8" to 3/4" pipe	LF	$5.61
284. Foam pipe insulation - 1" wall for 1/8" to 3/4" pipe	LF	$6.74
285. Foam pipe insulation - 1/2" wall for 1" to 1 1/2" pipe	LF	$5.74
286. Foam pipe insulation - 3/4" wall for 1" to 1 1/2" pipe	LF	$7.69
287. Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe	LF	$8.46
288. Foam pipe insulation -1/2" wall for 2" to 3" pipe	LF	$7.55
289. Foam pipe insulation -3/4" wall for 2" to 3" pipe	LF	$9.26
290. Foam pipe insulation -1" wall for 2" to 3" pipe	LF	$11.48
CALSIL INSULATION		
291. Calsil pipe insulation -1" wall for 1/2" to 1" pipe	LF	$7.73
292. Calsil pipe insulation -1" wall for 1 1/2" to 2" pipe	LF	$9.97
293. Calsil pipe insulation -1" wall for 2 1/2" to 4" pipe	LF	$13.84
294. Calsil pipe insulation -1" wall for 4 1/2" to 6" pipe	LF	$12.16
295. Calsil pipe insulation - 2" wall for 1/2" to 1" pipe	LF	$10.71
296. Calsil pipe insulation -2" wall for 1 1/2" to 2" pipe	LF	$13.50
297. Calsil pipe insulation -2" wall for 2 1/2" to 4" pipe	LF	$18.65
298. Calsil pipe insulation -2" wall for 4 1/2" to 6" pipe	LF	$19.21
299. Calsil pipe insulation - 3" wall for 1/2" to 1" pipe	LF	$12.72
300. Calsil pipe insulation - 3" wall for 1 1/2" to 2" pipe	LF	$17.03
301. Calsil pipe insulation - 3" wall for 2 1/2" to 4" pipe	LF	$25.61
302. Calsil pipe insulation - 3" wall for 4 1/2" to 6" pipe	LF	$29.78
HOSE BIBB		
303a. Remove exterior faucet / hose bibb frost free	EA	$41.57
303b. Exterior faucet / hose bibb frost free	EA	$102.34
CARPET		
304a. Remove carpet pad standard grade	SF	$0.52
304b. Carpet pad standard grade	SF	$0.89
305. Remove carpet standard grade	SF	$0.91
306. Carpet standard grade	SF	$3.95
307a. Remove carpet metal transition strip	LF	$1.18
307b. Carpet metal transition strip	LF	$3.91
308a. Remove baseboard 2 1/4"	LF	$0.77
308b. Baseboard 2 1/4"	LF	$3.91
309. Seal & paint baseboard two coats	LF	$1.81
CARPET / FLOORING-		
310. Contents move out then reset	EA	$97.94
311. Clean and deodorize heavy staining carpet	SF	$30.86
TILE FLOORING		
312a. Remove tile floor covering standard grade	SF	$3.85
312b. Tile floor covering standard grade	SF	$10.09
313. Floor leveling cement average	SF	$3.03
314a. Remove base shoe	LF	$0.33
314b. Base shoe	LF	$2.21

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315a. Remove baseboard 2 1/4"	LF	$0.69
315b. Baseboard 2 1/4"	LF	$3.96
316. Seal & paint baseboard w/cap &/or shoe two coats	LF	$2.18
VINYL PLANK FLOORING		
317a. Remove underlayment 1/4" lauan/mahogany plywood	SF	$2.18
317b. Underlayment 1/4" lauan/mahogany plywood	SF	$2.97
318a. Remove vinyl plank flooring standard grade	SF	$274.05
318b. Vinyl plank flooring -standard grade	SF	$6.39
319a. Remove vinyl metal transition strip	LF	$1.27
319b. Vinyl metal transition strip	LF	$3.90
VINYL SHEET FLOORING		
320a. Remove vinyl floor covering (sheet goods) standard grade	SF	$1.66
320b. Vinyl floor covering (sheet goods) standard grade	SF	$4.77
321a. Remove vinyl metal transition strip	LF	$1.27
321b. Vinyl metal transition strip	LF	$3.90
PATCH WALLS		
322. Drywall patch / small hole repair, ready for paint	EA	$101.16
WALLS		
323a. Remove baseboard - 2 1/4"	LF	$0.77
323b. Baseboard 2 1/4"	LF	$4.28
324a. Remove 1/2" drywall hung, taped, ready for texture	SF	$0.65
324b. 1/2" drywall hung, taped, ready for texture	SF	$3.28
325a. Remove 1/2" drywall hung, taped, floated, ready for paint	SF	$0.65
325b. 1/2" drywall hung, taped, floated, ready for paint	SF	$3.75
326a. Remove 1/2" water rock hung, taped, floated, ready for paint	SF	$0.65
326b. 1/2" water rock hung, taped, floated, ready for paint	SF	$3.90
327. Scrape & prep for paint	SF	$0.77
328. Texture drywall light hand texture	SF	$1.28
329. Seal/prime then paint the surface area (two coats)	SF	$1.35
330. Paint one coat	SF	$1.02
331. Clean stud wall	SF	$1.07
332. Apply anti-microbial agent to walls	SF	$0.49
INSULATION		
333a. Remove batt insulation 6" R19 paper faced	SF	$0.53
333b. Batt insulation 6" R19 paper faced	SF	$1.77
CEILINGS		
334a. Remove 1/2" drywall hung, taped, ready for texture	SF	$0.65
334b. 1/2" drywall hung, taped, ready for texture	SF	$3.24
335. Mask and prep for paint plastic, paper, tape (per LF)	LF	$1.69
336. Texture drywall light hand texture	SF	$1.37
337. Seal/prime and paint two coats	SF	$1.35
338a. Remove blown in insulation 12" depth R30	SF	$1.53
338b. Blown-in insulation 12" depth - R30	SF	$1.83
CEILING PATCH		

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339. Drywall patch / small repair, ready for paint	EA	$127.83
340. Drywall tape joint/repair per LF	LF	$11.86
341. Mask and cover light fixture	EA	$16.41
INSULATION		
342a. Remove batt insulation 12" R38 unfaced batt	SF	$0.78
342b. Batt insulation 12" R38 unfaced batt	SF	$2.52
343a. Remove blown in insulation 14" depth R38	SF	$1.79
343b. Blown-in insulation 14" depth R38	SF	$2.24
Interior Doors - Hollow Core		
344a. Remove interior door colonist pre-hung unit	EA	$35.58
344b. Interior door colonist pre-hung unit	EA	$390.44
345a. Remove door knob interior standard grade	EA	$366.87
345b. Door knob interior standard grade	EA	$34.01
346a. Remove door stop wall or floor mounted	EA	$13.89
346b. Door stop wall or floor mounted	EA	$22.53
347. Seal & paint door slab only (per side)	EA	$55.02
348. Seal & paint door/window trim & jamb (per side)	EA	$43.58
349a. Remove bifold door colonist single	EA	$63.62
349b. Bifold door colonist single	EA	$238.30
350a. Remove Door opening (jamb & casing) up to 32"wide paint grade	EA	$54.78
350b. Door opening (jamb & casing) up to 32"wide paint grade	EA	$193.38
351. Seal & paint bifold door set slab only (per side)	EA	$69.95
352. Paint door/window trim & jamb two coats (per side)	EA	$50.70
353a. Remove interior double door colonist pre-hung unit	EA	$38.89
353b. Interior double door colonist pre-hung unit	EA	$611.28
354. Seal & paint door/window trim & jamb large (per side)	EA	$60.87
355a. Remove pocket door unit colonist	EA	$45.16
355b. Pocket door unit colonist	EA	$405.55
356a. Remove casing 2 1/4"	LF	$0.98
356b. Casing 2 1/4"	LF	$3.19
357a. Remove pocket door hardware	EA	$19.72
357b. Pocket door hardware	EA	$123.03
358a. Remove pocket door latch	EA	$10.69
358b. Pocket door latch	EA	$32.61
359. Seal & paint casing two coats	LF	$1.91
SLIDING WOOD DOORS		
360a. Remove bypass (sliding) door set colonist	EA	$34.47
360b. Bypass (sliding) door set colonist	EA	$369.83
361a. Remove Door opening (jamb & casing) 36"to 60"wide paint grade	EA	$17.64
361b. Door opening (jamb & casing) 36"to 60"wide paint grade	EA	$267.39
362. Seal/paint bypass door set slab only two coats (per side)	EA	$80.35
Bathroom		
363a. Remove vanity standard grade	LF	$12.53
363b. Vanity standard grade	LF	$211.86

364a. Remove sink single standard grade	EA	$35.58
364b. Sink single standard grade	EA	$253.50
365a. Remove sink double standard grade	EA	$33.28
365b. Sink double standard grade	EA	$397.61
366a. Remove sink wall mounted	EA	$62.60
366b. Sink wall mounted	EA	$446.44
367a. Remove pedestal sink standard grade	EA	$44.59
367b. Pedestal sink standard grade	EA	$551.91
368a. Remove sink faucet bathroom standard grade	EA	$31.29
368b. Sink faucet bathroom standard grade	EA	$227.87
369a. Remove P-trap assembly ABS (plastic)	EA	$12.53
369b. P-trap assembly ABS (plastic)	EA	$85.07
370a. Remove angle stop valve	EA	$8.06
370b. Angle stop valve	EA	$46.27
371a. Remove plumbing fixture supply line	EA	$8.92
371b. Plumbing fixture supply line	EA	$30.31
372a. Remove under sink plumbing protectors	EA	$16.35
372b. Under sink plumbing protectors	EA	$105.70
373a. Remove toilet standard grade	EA	$44.59
373b. Toilet standard grade	EA	$566.91
374a. Remove toilet seat standard grade	EA	$10.69
374b. Toilet seat standard grade	EA	$54.36
375a. Remove angle stop valve	EA	$8.06
375b. Angle stop valve	EA	$46.27
376a. Remove plumbing fixture supply line	EA	$8.92
376b. Plumbing fixture supply line	EA	$29.45
377. Toilet tank repair kit interior components	EA	$96.89
378. Refinish bathtub	EA	$664.16
379a. Remove bathtub standard grade	EA	$125.20
379b. Bathtub standard grade	EA	$1,010.20
380a. Remove fiberglass tub & shower combination standard grade	EA	$141.48
380b. Fiberglass tub & shower combination standard grade	EA	$1,612.75
381a. Remove fiberglass tub surround only standard grade	EA	$71.17
381b. Fiberglass tub surround standard grade	EA	$628.16
382a. Remove fiberglass shower unit standard grade	EA	$133.77
382b. Fiberglass shower unit standard grade	EA	$1,049.91
383a. Remove tub/shower faucet standard grade	EA	$42.73
383b. Tub/shower faucet standard grade	EA	$355.21
384a. Remove shower faucet standard grade	EA	$32.04
384b. Shower faucet standard grade	EA	$275.56
385a. Remove shower head only standard grade-	EA	$14.24
385b. Shower head only -standard grade	EA	$74.89
Plumbing		
386. Floor drain PVC 2" to 4"	EA	$236.23

387a. Remove floor drain tub/shower metal/plastic (cover only)	EA	$15.10
387b. Floor drain tub/shower metal/plastic (cover only)	EA	$59.75
388a. Remove Drain/Vent line PVC pipe with fitting and hanger 4"	LF	$2.08
388b. Drain/Vent line PVC pipe with fitting and hanger 4"	LF	$22.60
389a. Remove trap primer valve	EA	$13.02
389b. Trap primer valve	EA	$114.78
HANDICAPPED ACCESSIBILITY		
390. Framing labor minimum	EA	$237.75
391. Drywall labor minimum	EA	$630.09
392a. Remove handicap grab bar stainless steel, 1 1/2" x 24"	EA	$37.72
392b. Handicap grab bar stainless steel, 1 1/2" x 24"	EA	$87.48
393a. Remove handicap grab bar -stainless steel, 1 1/2" x 48"	EA	$40.49
393b. Handicap grab bar -stainless steel, 1 1/2" x 48"	EA	$105.17
394a. Remove handicap grab bar -stainless steel, 1 1/2" x 30"	EA	$40.80
394b. Handicap grab stainless steel, 1 1/2" x 30"	EA	$108.62
Aging in Place/ADA Requirements. All Aging-In- Place Line Items are based on a verbal or observational determination made in the field at the time of Inspection. At present, this applicant does not meet the eligibility requirements for these line items. The applicant must submit proper documentation, signed by a physician, to the Program by the Notice to Proceed Date. If this documentation is submitted by that date, these line items are authorized		
BATHROOM ACCESSORIES		
395a. Remove bath accessory standard grade	EA	$14.70
395b. Bath accessory standard grade	EA	$33.96
396a. Remove medicine cabinet standard grade	EA	$50.39
396b. Medicine cabinet standard grade	EA	$154.83
397a. Remove mirror 1/4" plate glass	SF	$5.11
397b. Mirror 1/4" plate glass	SF	$23.36
398a. Remove shower curtain rod	EA	$16.19
398b. Shower curtain rod	EA	$43.95
399. Waterproof membrane tile underlayment	SF	$7.87
400a. Remove mortar bed for tile floors	SF	$3.41
400b. Mortar bed for tile floors	SF	$6.50
401. Shower pan up to 9 SF	EA	$290.34
402. Shower pan large 10 to 16 SF	EA	$461.92
403. Shower pan hot mop 17 to 30 SF	EA	$660.58
404. Shower pan hot mop 31 to 40 SF	EA	$791.72
405a. Remove polystyrene shower curb per LF	LF	$13.09
405b. Polystyrene shower curb per LF	LF	$37.49
406a. Remove Batt insulation 4" R13 paper faced	SF	$0.79
406b. Batt insulation 4" R13 paper faced	SF	$1.66
407a. Remove 1/4" cement board	SF	$2.48
407b. 1/4" cement board	SF	$5.92
408a. Remove tile shower up to 60 SF	EA	$506.89
408b. Tile shower up to 60 SF	EA	$1,657.13
409a. Remove tile shower 61 to 100 SF	EA	$703.56
409b. Tile shower 61 to 100 SF	EA	$2,329.83

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410a. Remove tile shower 101 to 120 SF	EA	$819.71
410b. Tile shower 101 to120 SF	EA	$2,755.69
411a. Remove shower faucet standard grade	EA	$72.81
411b. Shower faucet standard grade	EA	$265.28
ACCESSORIES		$3.98
412a. Remove custom shower door & partition 1/4"glass w/frame	SF	$21.72
412b. Custom shower door & partition glass w/frame	SF	$104.37
413a. Remove shower curtain rod	EA	$16.19
413b. Shower curtain rod	EA	$43.95
414a. Remove ceramic/porcelain tile	SF	$6.66
414b.Ceramic/porcelain tile for patching area in existing tiled shower	SF	$14.76
415. Caulking silicone	LF	$3.30
416. Tile shower regrout	EA	$209.79
Kitchen		
417a. Remove kitchen sink single basin standard grade	EA	$83.01
417b. Kitchen sink single basin standard grade	EA	$306.55
418. Sink strainer and drain assembly 2"	EA	$55.00
419a. Remove sink faucet kitchen standard grade	EA	$78.62
419b. Kitchen sink faucet standard grade	EA	$280.53
420a. Remove angle stop valve	EA	$16.41
420b. Angle stop valve	EA	$50.37
421a. Remove sink double standard grade	EA	$95.67
421b. Sink double standard grade	EA	$402.37
422. Sink strainer and drain assembly 2"	EA	$55.00
423a. Remove sink faucet kitchen standard grade	EA	$112.10
423b. Sink faucet kitchen standard grade	EA	$242.91
424. Angle stop valve	EA	$48.65
425a. Remove P-trap assembly ABS (plastic)	EA	$26.22
425b. P-trap assembly - ABS (plastic)	EA	$86.86
426a. Remove plumbing fixture supply line	EA	$13.32
426b. Plumbing fixture supply line	EA	$31.50
427. Dishwasher connection	EA	$200.10
428a. Remove appliance water line 1/4"	EA	$37.21
428b. Appliance water line 1/4"	EA	$100.13
429a. Remove refrigerator/icemaker water supply box with valve	EA	$43.41
429b. Refrigerator/icemaker water supply box with valve	EA	$215.58
ADA KITCHEN PLUMBING		
430. Detach & reset cabinetry lower (base) units standard grade	LF	$89.13
431. Detach & reset double sink standard grade	EA	$247.77
432. Detach & reset sink faucet kitchen standard grade	EA	$157.50
433. Under sink plumbing protectors	EA	$109.09
CABINETRY		
434a. Remove cabinetry lower (base) units standard grade	LF	$11.67
434b. Cabinetry lower (base) units standard grade	LF	$241.14

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435a. Remove cabinetry upper (wall) units standard grade	LF	$11.67
435b. Cabinetry upper (wall) units standard grade	LF	$192.78
436a. Remove cabinetry full height unit standard grade	LF	$13.84
436b. Cabinetry full height unit standard grade	LF	$300.97
437a. Remove cabinet knob or pull standard grade	EA	$2.02
437b. Cabinet knob or pull standard grade	EA	$9.42
438a. Remove concealed cabinet hinge	EA	$1.97
438b. Concealed cabinet hinge	EA	$13.20
439a. Remove cabinet door standard grade	SF	$5.01
439b. Cabinet door standard grade	SF	$19.80
440a. Remove cabinet drawer front standard grade	SF	$7.75
440b. Cabinet drawer front standard grade	SF	$24.23
441a. Remove cabinet refacing standard grade	SF	$5.31
441b. Cabinet refacing standard grade	SF	$32.41
COUNTERTOPS		
442a. Remove countertop flat laid plastic laminate standard grade	LF	$7.60
442b. Countertop flat laid plastic laminate standard grade	LF	$43.25
443a. Remove 6" backsplash for flat laid countertop	LF	$2.52
443b. 6" backsplash for flat laid countertop	LF	$19.83
444a. Remove countertop solid surface standard grade	SF	$6.11
444b. Countertop solid surface standard grade	SF	$60.54
445. Countertop solid surface/granite detach & reset	SF	$37.81
APPLIANCES		
446. Range electric remove & reset	EA	$57.45
447. Range gas remove & reset	EA	$190.80
448. Built-in oven detach & reset	EA	$273.71
449. Cooktop detach & reset	EA	$237.04
450. Range hood detach & reset	EA	$178.62
451. Refrigerator remove & reset	EA	$96.58
452. Dishwasher detach & reset	EA	$296.14
453. Freezer remove & reset	EA	$91.26
454a. Remove refrigerator top freezer 18 to 22 cf standard grade	EA	$108.48
454b. Refrigerator top freezer 18 to 22 cf standard grade	EA	$937.14
455a. Remove range hood standard grade	EA	$36.32
455b. Range hood standard grade	EA	$382.27
456a. Remove range freestanding gas standard grade	EA	$35.63
456b. Range freestanding gas standard grade	EA	$989.53
457a. Remove range freestanding electric standard grade	EA	$41.86
457b. Range freestanding electric standard grade	EA	$968.73
Utility Room /Laundry		
458. Washing machine remove & reset-	EA	$65.12
459. Dryer remove & reset	EA	$55.81
460. Dryer gas remove & reset	EA	$191.03
461. Freezer remove & reset	EA	$91.26

GAS WATER HEATER		
462a. Remove water heater 30 gallon gas 9 yr	EA	$96.17
462b. Water heater 30 gallon gas 9yr	EA	$1,495.33
463a. Remove water heater 40 gallon gas 9yr	EA	$96.17
463b. Water heater 40 gallon gas 9yr	EA	$1,569.78
464a. Remove water heater 50 gallon gas 9yr	EA	$96.17
464b. Water heater 50 gallon gas 9yr	EA	$1,715.74
465a. Remove flexible gas supply line connector 1/2" up to24"	EA	$8.85
465b. Flexible gas supply line connector 1/2" up to 24"	EA	$55.90
466a. Remove water heater overflow drain pan	EA	$12.33
466b. Water heater overflow drain pan	EA	$84.61
467a. Remove water heater platform metal	EA	$62.77
467b. Water heater platform metal	EA	$112.78
468a. Remove furnace vent double wall 6"	LF	$14.20
468b. Furnace vent double wall 6"	LF	$41.12
ELECTRIC WATER HEATER		
469a. Remove water heater 30 gallon electric 9 yr	EA	$96.17
469b. Water heater 30 gallon electric 9 yr	EA	$1,292.74
470a. Remove water heater 40 gallon electric 9 yr	EA	$96.17
470b. Water heater 40 gallon electric 9 yr	EA	$1,356.08
471a. Remove water heater 50 gallon electric 9 yr	EA	$96.17
471b. Water heater 50 gallon electric 9 yr	EA	$1,528.08
472a. Remove water heater overflow drain pan	EA	$13.30
472b. Water heater overflowdrain pan	EA	$77.04
473a. Remove water heater platform -metal	EA	$22.30
473b. Water heater platform metal	EA	$131.31
474. Rough in plumbing floor/laundry pan drain	EA	$240.24
475a. Remove washing machine hose line rubber (per pair)	EA	$63.63
475b. Washing machine hose line rubber (per pair)	EA	$50.85
476a. Remove washing machine hose line stainless steel (per pair)	EA	$28.44
476b. Washing machine hose line stainless steel (per pair)	EA	$64.63
477a. Remove washing machine outlet box with valves	EA	$48.10
477b. Washing machine outlet box with valves	EA	$270.03
478a. Remove 1/2" water rock hung, taped, floated, ready for paint	SF	$56.50
478b. 1/2" water rock hung, taped, floated, ready for paint	SF	$3.63
479a. Remove water supply line PVC with fitting and hanger,1/2"	LF	$31.12
479b. Water supply line PVC with fitting and hanger, 1/2"	LF	$16.18
480a. Remove drain/vent line PVC pipe with fitting and hanger, 3"	LF	$5.35
480b. Drain/Vent line PVC pipe with fitting and hanger, 3"	LF	$17.97
481a. Remove closet rod	LF	$4.86
481b. Closet rod	LF	$5.67
482a. Remove shelving wire (vinyl coated)	LF	$8.48
482b. Shelving wire (vinyl coated)	LF	$12.41
483a. Remove shelving 12" in place	LF	$1.70

483b. Shelving 12" in place	LF	$12.23
Rough Carpentry		
484a. Remove stud wall 2"x 4" x 8' 16" oc	LF	$42.86
485a. Remove sheathing OSB 1/2"	SF	$7.48
485b. Sheathing OSB 1/2"	SF	$1.89
486a. Remove sheathing radiant barrier 5/8" OSB	SF	$1.30
486b. Sheathing radiant barrier 5/8" OSB	SF	$2.55
487a. Remove 4" x 4" square wood post (1.33 BF per LF)	LF	$3.39
487b. 4" x 4" square wood post (1.33 BF per LF)	LF	$10.26
488a. Remove 4" x 4" wood post -treated (1.33 BF per LF)	LF	$6.07
488b. 4" x 4" wood post -treated (1.33 BF per LF)	LF	$16.92
489a. Remove 6" x 6" square wood post (3 BF per LF)	LF	$5.06
489b. 6" x 6" square wood post (3 BF per LF)	LF	$14.07
490a. Remove 6" x 6" square wood post - treated (3 BF per LF) square wood post - treated (3 BF per LF)	LF	$8.28
490b. 6" x 6" square wood post -treated (3 BF per LF)	LF	$22.01
491a. Remove 2" x 4" lumber treated (.667 BF per LF)	LF	$1.44
491b. 2" x 4" lumber - treated (.667 BF per LF)	LF	$5.47
492a. Remove 2" x 6" lumber -treated (1 BF per LF)	LF	$1.02
492b. 2" x 6" lumber treated (1 BF per LF)	LF	$4.40
493a. Remove 2"x 4" lumber (.667 BF per LF)	LF	$0.97
493b. 2" x 4" lumber (.667 BF per LF)	LF	$3.94
494a. Remove 2" x 6" lumber (1 BF per LF)	LF	$1.02
494b. 2" x 6" lumber (1 BFper LF)	LF	$4.04
495a. Remove 2" x 8" lumber (1.33 BF per LF)	LF	$1.38
495b. 2" x 8" lumber (1.33 BF per LF)	LF	$4.48
496a. Remove joist floor or ceiling 2x10 w/blocking 12" oc	SF	$2.18
496b. Joist floor or ceiling -2x10 w/blocking 12" oc	SF	$5.77
497a. Remove Joist - floor or ceiling - 2x10 w/blocking - 16" oc	SF	$1.96
497b. Joist floor or ceiling 2x10 w/blocking 16" oc	SF	$5.14
498a. Remove joist floor or ceiling 2x10 w/blocking 24" oc	SF	$1.47
498b. Joist floor or ceiling 2x10 w/blocking 24" oc	SF	$3.92
499a. Remove labor to install joist -floor or ceiling - 2x12	LF	$4.01
499b. Labor to install joist floor or ceiling 2x12	LF	$6.99
500a. Remove Joist - floor or ceiling 2x12 w/blocking 12" oc	SF	$2.52
500b. Joist - floor or ceiling - 2x12 w/blocking 12" oc	SF	$6.45
501a. Remove Joist - floor or ceiling 2x12 w/blocking 16" oc	SF	$2.21
501b. Joist - floor or ceiling - 2x12 w/blocking 16" oc	SF	$6.01
502a. Remove Joist - floor or ceiling- 2x12 w/blocking - 24" oc	SF	$1.73
502b. Joist - floor or ceiling -2x12 -w/blocking - 24" oc	SF	$4.52
503a. Remove labor to install joist -floor or ceiling - 2x10	LF	$3.23
503b. Labor to install joist -floor or ceiling - 2x10	LF	$5.52
504a. Remove labor to install joist floor or ceiling 2x8	LF	$2.92

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504b. Labor to install joist floor or ceiling 2x8	LF	$4.93
505a. Remove joist floor or ceiling 2x8 w/blocking 12" oc	SF	$2.03
505b. Joist floor or ceiling 2x8 w/blocking 12" oc	SF	$4.74
506a. Remove joist floor or ceiling 2x8 w/blocking 16" oc	SF	$1.79
506b. Joist floor or ceiling 2x8 w/blocking 16" oc	SF	$4.41
507a. Remove joist floor or ceiling 2x8 w/blocking 24" oc	SF	$1.42
507b. Joist floor or ceiling 2x8 w/blocking 24" oc	SF	$3.38
508a. Remove rim joist engineered LVL 1-5/16" x 9-1/2"	LF	$1.31
508b. Rim joist engineered LVL 1- 5/16" x 9- 1/2"	LF	$5.40
509a. Remove rim joist engineered LVL 1-5/16" x 11-7/8"	LF	$0.94
509b. Rim joist - engineered LVL 1- 5/16" x 11-7/8"	LF	$6.72
510a. Remove Rim joist -engineered LVL- 1-5/16" x 14"	LF	$0.94
510b. Rim joist engineered LVL 1- 5/16" x 14"	LF	$8.08
511a. Remove rim joist engineered LVL 1- 5/16" x 16"	LF	$1.20
511b. Rim joist engineered LVL 1- 5/16" x 16"	LF	$9.66
512a. Remove rafters 2x6 stick frame roof (using rafter length)	LF	$1.70
512b. Rafters - 2x6 - stick frame roof (using rafter length)	LF	$4.59
513a. Remove rafters 2x8 frame roof (using rafter length)	LF	$1.99
513b. Rafters 2x8 stick frame roof (using rafter length)	LF	$5.40
514a. Remove rafters 2x10 stick frame roof (using rafter length)	LF	$2.20
514b. Rafters 2x10 stick frame roof (using rafter length)	LF	$6.05
515a. Remove rafters - 2x12 stick frame roof (using rafter length)	LF	$2.52
515b. Rafters 2x12 stick frame roof (using rafter length)	LF	$7.04

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CITY OF HOUSTON HOUSING AND COMMUNITY DEVELOPMENT
2021 Winter Storm Single Family Home Repair Program
Disaster Event: 2021 Winter Storm

SUBROGATION AND ASSIGNMENT AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this _____day of_____, 20____, by and between _____ ("Borrower") and the City of Houston "(City").

1. Assignment Relating to Funds Received under CDBG-Disaster Recovery Program or Home Repair Program. In consideration of Borrower's receipt of funds or the commitment by the City to evaluate Borrower's application for the receipt of funds under the 2021 Winter Storm Single Family Home Repair Program ("Program"), as applicable, administered by the City, Borrower hereby assigns to the City all of Borrower's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Property (defined below) that was the basis of the calculation of Borrower's award to the extent of the Note or Loan proceeds paid to Borrower under the City Program. The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA, or the SBA, shall be referred to herein as "Proceeds." The rights Borrower assigns are specific to the Property with respect to which Note or Loan proceeds were paid (the "Property") which is described in Borrower's application for assistance through the City Program, arising out of physical damage to the Property originally caused by the 2021 Winter Storm ("Disaster"), but also including Proceeds received for damage to the Property caused by any subsequent event that occurred prior to the commencement of repair or reconstruction utilizing City Program funds. Policies include, but are not limited to, those characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Borrower and which provides coverage for physical damage to the Property.

2. Cooperation and Further Documentation. Borrower agrees to assist and cooperate with the City should the City elect to pursue any of the claims Borrower has against the insurers for reimbursement under any such Policies. Borrower's assistance and cooperation shall include allowing suit to be brought in Borrower's name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City. Borrower further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Borrower would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City, Borrower agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the City, to the extent of the Note or Loan proceeds paid to Borrower under the City Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to

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do, or cause to be done, all things requested by the City to consummate and make effective the purposes of this Agreement.

3. <u>Authorization for City of Houston to Contact Third Parties</u>. Borrower explicitly allows the City to request of any company with which Borrower held Policies or FEMA or the SBA, any non-public or confidential information needed by the City to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Borrower's consent to such company to release said information to the City.

4. <u>Agreement to Turn over Proceeds; Future Assignment</u>. If Borrower (or any entity holding a lien on the Property, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Property (not including proceeds received to cover contents), Borrower agrees to promptly pay such amounts to the City if Borrower received grant/loan proceeds under the City Program in an amount greater than the amount Borrower would have received if such insurance and\or disaster relief or reimbursement payment had been considered in the calculation of Borrower's award. Once the City has recovered an amount equal to the grant/loan proceeds paid to Borrower, the rights assigned to the City pursuant to this Agreement shall terminate and be of no further force and effect.

(a) Any Proceeds received by Borrower shall be deposited into escrow with an escrow agent of City's choice (the "Escrow Agent"), within the sole discretion of the City. The Proceeds shall be held by the Escrow Agent pending the Closing;

(b) Immediately following the Closing, the Proceeds shall be applied to the applicable costs to repair or rebuild the Property as such costs are incurred. The Proceeds shall be the first funds applied toward the payment of such costs;

(c) If Escrow Agent requires an escrow agreement be executed by the parties, the Borrower explicitly agrees to do so; and

(d) If the City makes a determination that the Borrower does not qualify for participation in the Program and/or the Borrower decides not to participate in the Program at any time, then any unexpended Proceeds deposited with the Escrow Agent shall be refunded to the Borrower and this Agreement shall be terminated with no further force or effect.

5. <u>Mortgage Rights</u>. Borrower acknowledges that this Agreement does not impair Borrower's mortgage or City's rights as loss-payee under any deed of trust or mortgage on the Property.

6. <u>Miscellaneous</u>.

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(a) WARNING: Borrower is hereby notified that knowingly and willingly making false or fraudulent statement to any department of the United States Government is a violation of Title 18 United States Code, Sections 287 and 1001, and Title 31 United States Code, Section 3729. Borrower is hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32 of the Texas Penal Code and depending on the value of the property or the amount of credit may be punishable as a Class A, B, or C misdemeanor, state jail felony or a felony of the first, second or third degree.

(b) Borrower hereby represents that he/she has received, read, and understands this notice for making a materially false or misleading written statement to obtain City Program assistance or a home loan.

(c) Borrower represents that all statements and representations made by Borrower regarding Proceeds received by Borrower shall be true and correct as of the date of Closing.

(d) In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including attorney's fees and costs

[SIGNATURE PAGES FOLLOW THIS PAGE]

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EXECUTED this_____ day of _____, 20____.

BORROWER:

_____
Borrower's Signature

_____
Co-Borrower's Signature

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the ___ day of _____, 20__, by _____ (Borrower(s)) and owner(s) of the property located at _____, on behalf of said Borrower(s).

_____
Notary Public, State of Texas

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CITY OF HOUSTON

_____	_____
CITY SECRETARY	MAYOR
COUNTERSIGNED:	DATE OF COUNTERSIGNATURE
_____	_____
CITY CONTROLLER	
APPROVED:	APPROVED AS TO FORM:
_____	_____
DIRECTOR, HOUSING AND COMMUNITY DEVELOPMENT	SENIOR ASSISTANT CITY ATTORNEY

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2021 WINTER STORM
SINGLE FAMILY HOME REPAIR PROGRAM
PROMISSORY NOTE ("LOAN NOTE")

I. DEFINITIONS.

Date:	_____.
Maker:	shall mean the undersigned _____, who is executing this Loan Note in favor of the Payee and, in the event of death prior to the end of the Maturity Date, their successor(s) in interest.
Maker's Address:	_____.
Payee:	shall mean the City of Houston, also referred to as the "City".
Place for Payment:	shall mean the Housing and Community Development Department, P.O. Box 1562 Houston, Texas 77251-1562 Attention: Director, Housing and Community Development Department.
Acceptance Form:	shall mean a written statement issued by HCD and signed by the Homeowner, and a witness, stating that all work has been satisfactorily completed in accordance with the Work Write-up and Plans and Specifications.
Compliance Period:	shall mean the three (3) year period during which a Homeowner must comply with the terms of the Program Guidelines. The period begins upon the date of the execution of the Acceptance Form by the Homeowner and ends on the Maturity Date.
Certificate of Compliance:	shall mean a certificate issued by the City to Contractor and signed by a City inspector stating that the Work has been duly inspected and found to comply with the City's Building Code Requirements set forth at https://www.houstonpermittingcenter.org/code-enforcement/customer-assistance-code-development-cacd-section.html.
City:	shall mean the City of Houston.

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Contractor:	_____, the person or entity identified in the Master Contractor Agreement, under Exhibit C of the Tri-Party Agreement, its successors and assigns.
Deed of Trust:	shall mean that certain Deed of Trust of even date herewith, executed by Maker in favor of the Director of the Housing and Community Development Department, Trustee, for the benefit of Payee, granting a lien in and to the Property to secure payment of this Loan Note.
Default:	shall have the meaning given to it in paragraph V(A) below.
Director:	shall mean the Director of HCD or their successor(s) or designee(s), or of such Department's successor entity.
Guidelines:	shall mean the 2021 Winter Storm Single Family Home Repair Program (DR-21 Winter Storm) Guidelines, as may be amended from time to time, which are designed to address life, health, and/or safety hazards resulting from substandard conditions in a home owned and occupied by a low- and moderate-income elderly and/or disabled person, a person with minor children and/or a homeowner providing full time care to disabled household members.
HCD:	shall mean the City's Housing and Community Development Department.
DR-21 Winter Storm Program:	shall mean the 2021 Winter Storm Single Family Home Repair Program administered by HCD in accordance with the Guidelines.
Homeowner:	shall mean the owner of the Property whom HCD has approved for participation in the DR-21 Winter Storm Program pursuant to the Guidelines.
Loan Note:	shall mean this Promissory Note in the amount of the Forgivable Loan, executed by Homeowner and payable to the City. The amount of the Forgivable Loan is $_____.

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Maturity Date:	shall mean the date which is determined from the date of the execution of the Acceptance Form by the Homeowner and shall be three (3) years thereafter.
Project:	shall mean the Non-Substantial Improvement Rehabilitation or Substantial Improvement Reconstruction Work to be done on a Property under the DR-21 Winter Storm Program. Each Project shall be subject to and governed by the terms and provisions of the Project Documents.
Project Documents:	shall mean, as applicable, the Tri-Party Agreement, the Master Contractor Agreement, the Plans and Specifications, the Work Write-Up, Change Orders approved and executed by the Director (if any), the Guidelines and procedures adopted pursuant thereto, the Baseline Schedule, the Notice to Proceed, the Certificate of Compliance, the Deed of Trust, the Loan Note, Project Initiation Document, Acceptance Form, and all other documents pertaining to, or executed in connection with the Project.
Property:	shall mean a traditional stick built, detached, single-family dwelling unit built upon land located within the incorporated areas of the City, to be repaired, rehabilitated, constructed or reconstructed, as described in the Project Documents related to the Property. The Property described in Exhibit "A" of the Tri-Party Agreement and Deed of Trust is located at _____.
Tri-Party Agreement:	shall mean the agreement between a Homeowner, Contractor and the City relating to Work to be done on a Homeowner's Property under the DR-21 Winter Storm Program.

Capitalized terms used but not defined herein shall have the meaning given to them in the Tri-Party Agreement.

II. PROMISE TO PAY.

Maker promises to pay $_____ to the order of Payee at the Place for Payment, or at such other place as the holder hereof may from time to time designate, in legal tender at the rate or rates hereinafter set forth, at such times and in such amounts as hereinafter set forth.

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III. TERMS OF PAYMENT.

A. The Loan Note has a term of (3) three years in the case of Rehabilitation or Reconstruction (as defined in the Guidelines), from the date of issuance of the Acceptance Form during which time the Property must be occupied and used as the principal residence of the Maker. This Loan Note shall not bear interest during the Compliance Period, provided there is no Default that remains uncured under any of the Project Documents. Upon the expiration of the Compliance Period, provided that no Default has occurred that remains uncured, all outstanding principal shall be forgiven.

B. During the Compliance Period, Maker must occupy the Property as Maker's primary residence and shall satisfy all other occupancy requirements set forth in the Project Documents.

C. Payee shall reduce the amount of deferred principal due on the Forgivable Loan by 33% for each year Payee occupies the Property. The reduction shall be made annually on the anniversary date of the Compliance Period. Should Maker sell or otherwise convey his or her ownership interest in the Property during the Compliance Period, the remaining prorated amount of assistance will become immediately due and payable.

D. In the event of a Default, as described in Paragraph V below, Payee shall accelerate this Loan Note and the prorated balance of principal shall become immediately due and payable, and Payee is authorized to take such action as set out in the Deed of Trust, at law or in equity, to enforce Maker's obligations.

IV. LOAN CHARGES.

If a law, which applies to this Loan Note and which sets maximum loan charges, is finally interpreted so that the interest or other Loan Note charges collected or to be collected in connection with this loan exceed the permitted limits, then:

(i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and;

(ii) any sums already collected which exceed permitted limits will be refunded to Maker. The Payee may choose to make this refund by reducing the amount owed under this Loan Note or by making a direct payment to Maker. If a refund reduces this Loan Note, the reduction will be treated as a partial prepayment.

V. DEFAULT.

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A. **By Maker.** The occurrence of any one of the following events shall constitute a Default hereunder, without notice by Payee, save and except to the extent required by applicable law:

(i) Maker abandons or fails to occupy the Property as their principal residence at any time during the Compliance Period and there is no remaining co-Maker on this Loan Note (unless Payee agrees in writing to waive the occupancy requirement), and Maker fails to repay the Payee the amount of this Loan Note within six (6) months of the abandonment or move out;

(ii) Maker (voluntarily or involuntarily) sells or otherwise transfers any interest in the Property prior to the expiration of the Compliance Period, other than to a co-Maker (unless Payee agrees to the transfer in writing, which consent may be withheld by Payee in its sole discretion), this Loan Note will be immediately due and payable to Payee from the proceeds of the sale/sale price minus the closing costs, or

(iii) Maker fails to perform any term, condition or covenant contained in the Project Documents.

B. **Notice of Default.** Maker will be notified in writing of the occurrence of a Default. If the Default is not cured to Payee's full and complete satisfaction within thirty (30) days after the date on which the notice is delivered or mailed, unless a different time period is set forth above or required by law, then Payee, at its option, may declare the entire unpaid portion of this Loan Note immediately due and payable and may invoke any or all remedies permitted by the Project Documents without further notice or demand on Maker.

C. **No Waiver by Payee.** Even if, at a time when Maker is in Default, the Payee does not require Maker to pay immediately in full as described in Subparagraph V (B) above, the Payee will still have the right to do so if Maker is in Default at a later time.

D. **Payment of Note for Payee's Costs and Expenses.** If the Payee requires Maker to pay as described in V (B) above, the Payee will have the right to be paid back by Maker for all of its costs and expenses in enforcing this Loan Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees and court costs, if any.

VI. DEATH OF MAKER.

1. Death of Homeowner Between Execution of this Note and Execution of the Acceptance Form. If the Maker receiving any assistance under the Program

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dies after this Note is executed, before execution of the Acceptance Form, and there is a co-maker, the co-maker shall become the new Applicant of the household and continue their responsibilities pursuant to the Project Documents, including the applicable Compliance Period. If the Maker receiving any assistance dies after this Loan Note has been executed, before execution of the Acceptance Form, and there is no co-maker, the surviving heir(s) may request one of the following options:

a. Loan Note Payoff
Surviving heir(s) may pay off the remaining amount of the Loan Note according to the terms of the Deed of Trust and this Loan Note, and a Release of Lien will be processed after the payoff is complete; or

b. Modification of the Loan
Surviving heir(s) may submit a request to HCDD that will allow surviving heir(s), may submit a request to HCDD to assume the Forgivable Loan and occupy the home as their principal residence for the remainder of the Compliance Period. HCD must determine that the surviving heir meets the eligibility requirements for the Program as outlined in the Guidelines. The surviving heir(s) must execute a Loan Assumption and Modification Agreement, Amended and Restated Deed of Trust, and any other documents as the Director, upon the advice of the City Attorney, may require.

In the event of the sale or early loan payoff of the deceased Maker's Property, the City is not obligated to render any additional assistance associated with repairs or maintenance. The surviving heir(s) of the Property will be responsible for all maintenance on the Property at their expense.

2. <u>Death of Homeowner After Execution of the Acceptance Form and Before the End of the Compliance Period</u>

   a. If a Maker receiving assistance dies after the Acceptance Form is executed, before the end of the applicable Compliance Period, and there is a co-maker, then the co-maker shall continue their responsibilities under the Project Documents, including the applicable Compliance Period.

   b. If a Maker receiving assistance dies after the Acceptance Form is executed, before the end of the applicable Compliance Period, and there is no co-maker, then the Director may approve unique circumstance accelerated forgiveness.

VII. MISCELLANEOUS.

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A. **Waivers**. Maker hereby waives presentment of payment, protest and demand, notice of protest, demand and dishonor and non-payment of this Loan Note, and waive notice of Default, notice of intent to accelerate and notice of acceleration.

B. **Costs of Enforcement.** If this Loan Note or any instrument securing the same shall be given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if this Loan Note is collected or enforced through probate, bankruptcy, or other judicial proceedings, then Maker shall pay in addition to other amounts due hereunder all reasonable costs of collection and enforcement, including without limitation, reasonable attorney's fees. Reasonable attorney's fees shall be ten (10%) percent of all amounts due.

C. **Prepayment of Note.** Maker reserves the right to prepay this Loan Note, in whole or in part, at any time prior to maturity without penalty.

D. **Co-Makers.** If this Loan Note is executed by more than one person, and each person is fully and personally obligated to keep all the promises made in this Loan Note, including the promise to pay the full amount owed in the event of Default, the Payee may enforce its rights under this Loan Note against each person individually or against all collectively. This means that any one of the above-mentioned persons may be required to pay all of the amounts owed under this Loan Note.

E. **Surviving Spouses.** A surviving spouse will be treated as a de facto co-Maker on the Loan Note and will be able to remain in the Property for the remainder of the Compliance Period. Their liability for the Grant will be treated as that of an original Maker under this Loan Note. If the surviving spouse complies with the requirements of this Loan Note, the Property shall be treated in the same manner as if the original Maker resided there.

F. **Giving of Notices.** Unless applicable law requires a different method, any notice that must be given to Maker or to Payee under this Loan Note will be given by delivering or by mailing same by first class mail, postage prepaid, return receipt requested, to Maker or Payee, at the Maker's or Payee's address above or at a different address if Maker or Payee gives the other notice of a different address.

G. **Number.** The terms Maker and Payee and other nouns and pronouns include the plural if more than one. The terms Maker and Payee include their heirs, personal representatives, and assigns, unless specified otherwise or the context indicates otherwise.

H. **Tri-Party Agreement; Deed of Trust.** This Loan Note is issued pursuant to the Tri-Party Agreement and is secured by the Deed of Trust.

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I. **Signature.** The Parties agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, an electronic signature or a scanned signature page, will be as good, binding, and effective as an original or manual signature.

[SIGNATURE PAGE FOLLOWS]

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MAKER(S):

Name: _____

Signature: _____

Name: _____

Signature: _____

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2021 WINTER STORM
SINGLE FAMILY HOME REPAIR PROGRAM
DEED OF TRUST

I. DEFINITIONS.

Date:	_____
Grantor:	shall mean the undersigned_____, who is executing this Deed of Trust in favor of the Beneficiary and, in the event of death prior to the end of the Maturity Date, their successor(s) in interest.
Grantor's Address:	_____.
Trustee:	Director, Housing and Community Development Department.
Trustee's Mailing Address:	P.O. Box 1562, Houston, Texas 77251-1562 Attention: Director, Housing and Community Development Department
Beneficiary:	shall mean The City of Houston, a municipal corporation organized under the laws of the State of Texas.
Beneficiary's Mailing Address:	P.O. Box 1562, Houston, Texas 77251-1562 Attention: Director, Housing and Community Development Department
Acceptance Form:	shall mean a written statement issued by HCD and signed by the Homeowner and a witness, stating that all work has been satisfactorily completed in accordance with the Work Write-up and Plans and Specifications.
Certificate of Compliance:	shall mean a certificate issued by the City to Contractor and signed by a City inspector stating that all Work has been duly inspected and found to comply with the City's Building Code Requirements set forth at https://www.houstonpermittingcenter.org/code-enforcement/customer-assistance-code-development-cacd-section.html.
City:	shall mean the City of Houston.

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Compliance Period:	shall mean the three (3) year period during which a Homeowner must comply with the terms of the Project Documents. The Compliance Period begins on the date the Acceptance Form is executed by the Homeowner.
Default:	shall have the meaning given to it in paragraph VIII(C) below.
Director:	shall mean the Director of HCD or their successor(s) or designee(s), or of such Department's successor entity.
Guidelines:	shall mean the 2021 Winter Storm Singe Family Home Repair Program Guidelines, as they may be amended from time to time, and the procedures adopted pursuant thereto, which are designed to address life, health, and/or safety hazards resulting from substandard conditions in a home owned and occupied by a low- and moderate-income elderly and/or disabled person, a person with minor children and/or a homeowner providing full time care to disabled household members.
HCD:	shall mean the City's Housing and Community Development Department.
Homeowner:	shall mean the owner of the Property whom HCD has approved for participation in the Program pursuant to the Guidelines.
Loan Note:	shall mean the Promissory Note in the amount of the Forgivable Loan executed by Homeowner and payable to the City. The amount of the Forgivable Loan is $_____.
Maturity Date:	shall mean the last date of the Compliance Period.
Program	shall mean the 2021 Winter Storm Single Family Home Repair Program administered by HCD in accordance with the Guidelines.
Project:	shall mean the Rehabilitation or Reconstruction Work to be done on the Property under the Guidelines. Each Project shall be subject to and governed by the terms and provisions of the Project Documents.

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Project Documents:	shall mean, as applicable, the Tri-Party Agreement, the Master Contractor Agreement, the Plans and Specifications, the Work Write-Up, Change Orders approved and executed by the Director (if any), the Guidelines and procedures adopted pursuant thereto, the Baseline Schedule, the Notice to Proceed, the Certificate of Compliance, the Deed of Trust, the Loan Note, Project Initiation Document, Acceptance Form, and all other documents pertaining to, or executed in connection with the Project.
Property:	shall mean a traditional stick built, detached, single-family dwelling unit built upon land located within the incorporated areas of the City, to be repaired, rehabilitated, constructed or reconstructed, as described in the Project Documents related to the Property. The Property described in Exhibit "A" herein is located at _____.
Tri-Party Agreement:	shall mean the agreement between a Homeowner, Contractor and the City relating to Work to be done on a Homeowner's Property under the 2021 Winter Storm Program.

Capitalized terms used but not defined herein shall have the meaning given to them in the Tri-party Agreement.

II. LIEN PRIORITY

This lien shall have a priority lien position to all liens except for a lien recorded securing mortgage financing. If Homeowner does not have an existing first lien securing a mortgage recorded against the Property, the lien created by this Loan Note must be in first position.

III. GRANT: WARRANT

Grantor irrevocably grants and conveys to Trustee, in trust, with power of sale, the Property. Grantor covenants that Grantor is lawfully seized of the Property hereby conveyed and has the right to grant and convey the same and that the Property is unencumbered, except for encumbrances of record, on the date of execution of the Deed of Trust. Grantor warrants and agrees to defend generally the title to the Property against all claims and demands, subject to the encumbrances of record on the date of execution of this Deed of Trust.

IV. SECURITY FOR PERFORMANCE

This Deed of Trust secures to Beneficiary: (a) the repayment of the debt evidenced by the Loan Note, if necessary, and all renewals, extensions and modifications of the Loan Note;

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(b) the payment of all other sums advanced by Beneficiary under the Promissory Note to protect the security of this Deed of Trust, and (c) the performance of Grantor's covenants and agreements under the Project Documents and any other instruments securing payment or performance under the Program. The obligations described in this paragraph are hereinafter collectively referred to as the "Indebtedness".

V. GRANTOR'S COVENANTS

To better secure the Indebtedness, Grantor expressly covenants and agrees with the Trustee and his/her successors and substitutes, for the benefit of Beneficiary, that:

A. **Payment of Principal and Interest.** Grantor shall promptly pay when due the principal of and interest on the debt evidenced by the Loan Note, if any.

B. **Taxes/Insurance/Assessments.** Grantor shall pay all taxes, assessments, charges, insurance and fines and impositions attributable to the Property which may attain priority over this Deed of Trust as a lien on the Property. Grantor shall also pay yearly hazard and property insurance premiums; and yearly flood insurance premiums, if any. Grantor shall pay these obligations on time directly to the person/entity owed payment. Grantor shall furnish to Beneficiary all receipts evidencing such payments, upon request.

C. **Priority of Lien.** Grantor shall preserve the priority of the lien created by this Deed of Trust, and shall promptly discharge any lien which has priority over this Deed of Trust unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) contest in good faith the lien by, or defends against enforcement of the lien through, legal proceedings which in the Beneficiary's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust. Grantor should notify beneficiary of all liens on the Property. If Beneficiary determines that any part of the Property is subject to a lien which may attain priority over this Deed of Trust, Beneficiary shall give Grantor a written notice identifying the lien and Grantor shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

D. **Hazard or Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards. Such insurance shall be in a form acceptable to Beneficiary and shall cover all improvements for their full insurable value, unless Beneficiary agrees in writing to a smaller amount, provide fire and extended coverage including windstorm coverage; provide flood insurance coverage if the Property is located in a flood hazard area; name Beneficiary as loss payee; and contain such other coverage as Beneficiary may reasonably require. The insurance carrier providing the insurance shall be a financially sound insurer authorized to do business in the State of Texas and shall be subject to Beneficiary's approval, which shall not be unreasonably withheld. If Grantor fails to maintain coverage described above, Beneficiary may, at Beneficiary's option, obtain

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coverage to protect Beneficiary's rights in the Property.

All insurance policies and renewals shall be approved by the Beneficiary and must include a standard Mortgagee's clause. Beneficiary shall have the right to hold the policies and renewals. Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices, upon request. In the event of loss, Grantor shall give prompt notice to the insurance carrier, Beneficiary may make proof of loss if not made promptly by Grantor.

Grantor shall fully comply with the terms of all insurance policies required under this Deed of Trust.

VI. OCCUPANCY

Grantor shall occupy, establish, and use the Property as Grantor's principal residence throughout the term of the Compliance Period, which term shall begin on the date of execution of the Acceptance Form by the Homeowner and ends three (3) years thereafter (as defined in the Guidelines).

VII. MAINTENANCE OF PROPERTY

Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, and shall keep the same in good condition and repair.

A. **Legal Proceedings.** Grantor shall promptly notify Beneficiary of the commencement of any legal proceeding affecting the Property or any part thereof, and will take such action as may be necessary to preserve Beneficiary's rights under this Deed of Trust; and should Grantor fail or refuse to take any such action, Beneficiary may, at Beneficiary's election, take such action on behalf and in the name of Grantor and at Grantor's cost and expense.

B. **Prior Liens.** If this Deed of Trust lien is not a first lien, Grantor shall faithfully and fully perform all obligations under the prior lien instruments.

C. **General Compliance.** Grantor agrees to comply with all of the terms and conditions of the Project Documents.

VIII. PERFORMANCE.

A. **Right to Perform Grantor's Obligations.** If Grantor fails to perform the covenants and agreements contained in this Deed of Trust or there is a legal proceeding that may significantly affect Beneficiary's rights in the Property (such as proceeding in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or regulations), the Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by a lien which has priority over this Deed of Trust, appearing in court,

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paying reasonable attorney's fees and entering on the Property to perform any necessary work. Although Beneficiary may take action under this paragraph A, Beneficiary is not required to do so. All amounts advanced by Beneficiary under this paragraph shall be added to the Loan Note and secured hereby.

B. **Payment of Indebtedness.** If the indebtedness is duly and punctually paid as the same becomes due and payable, or Grantor fully performs its covenants under the Tri-Party Agreement and the Loan Note, then this conveyance shall become of no further force and effect, and this Deed of Trust shall be released by Beneficiary at Grantor's cost and expense.

C. **Default.** If any one of the following events should occur, it shall be a default ("Default") under this Deed of Trust:

(1) Grantor violates, fails to pay, or perform in accordance with any term, condition or covenant contained in the Project Documents;

(2) Grantor abandons or fails to occupy the Property as their principal residence at any time during the Compliance Period and there is no remaining co-Grantor;

(3) Grantor (voluntarily or involuntarily) sells or otherwise transfers any interest in the Property prior to the expiration of the Compliance Period, other than to a Co-Grantor (unless Beneficiary agrees to the transfer in writing);

(4) The Property becomes subject to delinquent taxes, a mechanic's or materialman's lien, or this Deed of Trust becomes otherwise materially impaired;

(5) Grantor gives false or inaccurate information in connection with the Project Documents, or

(6) Grantor files for bankruptcy or is adjudicated bankrupt under the United States Bankruptcy Code.

(7) Grantor gives false or inaccurate information in connection with the application for assistance under the Program;

Then, in any such event, and in addition to any other remedies available under this Deed of Trust at law or in equity, the Indebtedness remaining unpaid shall, at the option of Beneficiary, without necessity of notice to Grantor or any other person or entity (except as may be required by law), become immediately due and payable, unless otherwise indicated above, and thereupon or at any time thereafter while the Indebtedness remains unpaid, it shall be the duty of the Trustee, or his/her successors or substitutes, on the request of Beneficiary to enforce this trust by selling the Property.

D. If a Default occurs as defined herein above, Beneficiary may:

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(1) collect rents if the Property is rented or rent it and collect rents if it is vacant and apply the proceeds, less reasonable expenses, to the payment of the Loan Note;

(2) declare the Loan Note, including any other sums secured by this Deed of Trust immediately due and payable, unless otherwise indicated above; and/or request Trustee to foreclose this lien.

Beneficiary has all the rights, remedies and recourse granted in this Deed of Trust and available at law or equity (including without limitation those granted by the Texas Property Code). Beneficiary's rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively and concurrently against Grantor or others obligated under the Loan Note, or against the Property, at the sole discretion of Beneficiary, and (c) may be exercised as often as occasion therefore shall arise. Grantor agrees that Beneficiary's exercise or failure to exercise any of its rights shall in no event be construed as a waiver or release of any other right, remedy or recourse.

E. Beneficiary shall give notice to Grantor prior to acceleration following Grantor's breach of any covenant or agreement in this Deed of Trust (but not prior to acceleration, unless applicable law provides otherwise). The notice shall specify: (a) the Default; (b) the action required to cure the Default; (c) a date, not less than thirty (30) days from the date the notice is given to Grantor, by which the Default must be cured; and (d) that failure to cure the Default on or before the date specified in the notice will result in acceleration of the sums secured by this Deed of Trust and, may result in the sale of the Property. The notice shall further inform Grantor of the right to bring a court action to assert any defense of Grantor to acceleration and sale. If the Default is not cured on or before the date specified in the notice, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph F, including, but not limited to, reasonable attorney's fees and costs of collection.

F. **Trustee's Sale.** At the request of Beneficiary, the Trustee, his/her substitutes or successors, shall enforce this trust and sell the Property as an entirety or in parcels, by one sale or by several sales, held at one time or at different times as the Trustee, including his/her substitutes or successors, acting may elect (all rights to marshalling of the Property, or to a sale in inverse order of alienation, being hereby expressly waived by Grantor), at the place for public sales as designated from time to time by applicable authorities, in the county in which the Property, or a part of Property to be sold is situated, each sale to be made on the first Tuesday of a calendar month between the hours of ten o'clock a.m. and four o'clock p.m. to the highest bidder for cash at public auction, after posting or causing to be posted written or printed notice of the time, place and terms of the sale at the door of the courthouse of said county, for at least twenty- one (21) days before the day of sale (such twenty-one (21) day period commencing on the date of

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posting), and to execute and deliver to the purchaser(s) at such sale proper conveyances of the property sold, with general warranty of title binding upon Grantor and the heirs, representatives, successors and assigns of Grantor. In addition, the holders of the Indebtedness shall at least twenty-one (21) days preceding the date of sale (such twenty-one (21) day period commencing on the date of posting), file a copy of such notice with the clerk of each county in which the Property is situated; and serve written notice of the proposed sale by certified mail on each debtor(s) obligated to pay the Indebtedness according to the records of such holder(s). Service of such notice shall be completed upon deposit of the notice, enclosed in postpaid wrapper, properly addressed to each debtor at such debtor's most recent address as shown by such holder(s) records, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was accomplished shall be prima facie evidence of the fact of service. Unless otherwise required by applicable law, no notice of such sale or sales other than that herein provided for need be given to Grantor or any other person or party. The Trustee, including his/her substitutes or successors, acting shall apply the proceeds arising from each sale, first, to pay all expenses of the sale, including the out-of-pocket expenses and a fee to the Trustee including the acting Trustee, second, to reimburse Beneficiary for any expenses incurred by Beneficiary in protecting, administering and operating the Property prior to the foreclosure and third, to the payment of the Indebtedness. Any surplus funds from the foreclosure sale or sales hereunder shall be paid to the persons legally entitled to receive same. Beneficiary or other holders of the Indebtedness shall have the right to become the purchaser at any sale to the same extent as any other party, being the highest bidder, and in lieu of paying cash may credit the amount of the bid upon the Indebtedness held by Beneficiary or such other holders up to the full amount of the Indebtedness then unpaid.

If the Property is sold pursuant to this paragraph G, Grantor or any person holding possession of the Property through Grantor shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Grantor or such person shall be a tenant at sufferance and may be removed by writ of possession.

IX. GENERAL COVENANTS.

A. Inspection. Beneficiary or its agent may make reasonable entries upon and inspections of the Property. Beneficiary shall give Grantor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

B. Insurance; Condemnation. All insurance proceeds and awards or claims for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Beneficiary. Beneficiary may apply any such insurance proceeds or condemnation awards either to reduce the Indebtedness or to repair damage to the Property, as determined by Beneficiary in its sole discretion. Beneficiary shall not be liable for failure to collect or to exercise due diligence in collecting any such sums.

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Unless Beneficiary and Grantor otherwise agree in writing, any application of insurance proceeds or condemnation awards to the principal of the Loan Note shall not extend or postpone the due date of the monthly payments or change the amount of such payments due under the Loan Note, if any.

C. Grant Not Release; Forbearance by Beneficiary Not a Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to release the liability of the original Grantor or Grantor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor or Grantor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

D. Successors and Assigns Bound; Joint and Several Liability; Co- signers. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Beneficiary and Grantor. Grantor's covenants and agreements shall be joint and several. Any Grantor who co-signs this Deed of Trust but does not execute the Loan Note: (a) is co-signing this Deed of Trust only to mortgage, grant and convey the Grantor's interest in the Property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Beneficiary and any other Grantor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Loan Note without the Grantor's consent.

E. Usury Laws. Grantor and Beneficiary intend and agree to conform strictly to applicable usury laws. No provision of this Deed of Trust or any instrument securing payment of the Loan Note shall require payment or permit the collection of interest in excess of the maximum rate permitted by applicable law ("Maximum Rate"). If any excess interest is herein or in any other instrument provided for, or shall be adjudicated to be so provided for, the provisions of this paragraph shall govern, and neither Grantor nor any guarantor or endorser of the Loan Note nor their assigns shall be obligated to pay the amount of such interest to the extent it is in excess of the Maximum Rate. If for any reason the interest paid under this Deed of Trust, the Loan Note or any instrument securing the Loan Note shall exceed the Maximum Rate, the holder hereof shall refund to Grantor or, at such holder's option, credit on the Indebtedness such portion of the interest as may be necessary to cause the interest on the Indebtedness to equal the Maximum Rate. All interest paid or agreed to be paid in connection with the Indebtedness, to the extent permitted by applicable law, shall be amortized, prorated, allocated and spread throughout the full term of the Loan Note, including any renewal or extension.

F. Notices. Any notice provided for in this Deed of Trust shall be in writing. Any

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notice to Grantor shall be directed to Grantor's Mailing Address or any other address Grantor designates by notice to Beneficiary. Any notice to Beneficiary shall be directed to Beneficiary's Mailing Address or any other address Beneficiary designated by notice to Grantor. Any notice provided for in this Deed of Trust shall be deemed sufficiently given if deposited under the care and custody of the United States Postal Service, properly addressed, postage prepaid, by registered or certified mail.

G. Governing Law and Venue; Severability. This Deed of Trust shall be construed and interpreted in accordance with the applicable laws of the United States of America State of Texas and City of Houston ("Applicable Laws"). Venue for any disputes relating in any way to this Contract shall lie exclusively in Harris County, Texas. In the event that any provision or clause of this Deed of Trust, the Loan Note or the Tri-Party Agreement (collectively the "Loan Documents") conflicts with Applicable Laws, such conflict shall not affect other provisions of this Deed of Trust or the Loan Documents, which can be given effect without the conflicting provisions. To this end, the provisions of this Deed of Trust and Loan Documents are declared to be severable.

H. No Election of Remedies. The rights of Beneficiary under this Deed of Trust shall be cumulative. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy provided by law or equity shall not preclude the exercise of another remedy.

I. Transfer of the Property or a Beneficial Interest in Grantor. If all or any part of the Property or any interest in it is sold or transferred (other than to a co-Grantor) prior to the expiration of the term of the Compliance Period, which commences upon execution of the Acceptance Form by the Homeowner and ends three (3) years thereafter. Thereafter (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without the repayment of the Loan Note to Beneficiary and Beneficiary's prior written consent, Beneficiary may, at its option require immediate payment in full of the Indebtedness. The Beneficiary shall have an immediate right to its share of proceeds from the sale if the Loan Note has not been repaid in full prior to the sale. If the proceeds of the sale of the Property are insufficient to repay the amount of the Loan Note the Beneficiary will accept the full amount of the proceeds from the sale less the value of the land prior to the performance of the Work as full payment of the Loan Note. If the Property sells for more than the full amount of the Loan Note, the heirs/estate shall only be liable for the full amount of the Loan Note less the value of the land prior to the performance of the Work.

J. Right of First Refusal. Notwithstanding any provision contained herein to the contrary, the Beneficiary reserves the right of first refusal on the sale of each Property within the Compliance Period.

K. Independent Appraisals. The Beneficiary reserves the right to order an independent appraisal of the Property prior to commencement of the Work to determine the value of the land prior to the Work. The Beneficiary also reserves the right to order an independent appraisal of the Property at the time of sale, which will be at the

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Beneficiary's expense, in order to determine the fair market value of the Property.

L. Sale of Loan Note. The Loan Note or a partial interest in the Loan Note (together with this Deed of Trust) may be sold one or more times without prior notice to Grantor. The term "Beneficiary" as used, herein shall refer to the then holder of the Loan Note and this Deed of Trust as it may change from time to time.

M. Hazardous Substances. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and to maintenance of the Property.

Grantor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Laws.

As used in this paragraph N. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph N "Environmental Law" means federal laws and the laws of the State of Texas that relate to health, safety and environmental protection.

N. Substitute Trustee. In the case of death, resignation, inability, refusal, or failure to act of the Trustee, or if Beneficiary should desire for any reason, with or without cause, to replace the Trustee, a successor or substitute trustee may be named without formality other than designation by Beneficiary in writing of such successor or substitute trustee. Without conveyance of the Property, the successor or substitute trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law. The Trustee, or any substitute or successor Trustee, is authorized and empowered to appoint any attorney-in-fact to act as Trustee under him/her and in his/her name, place and stead, such appointment to be evidenced by an instrument signed and acknowledged by such Trustee, successor or substitute; and all acts done by said attorney-in-fact shall be valid, lawful and binding as if done in person by such Trustee, successor, or substitute.

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P. INDEMNIFICATION AND DEFENSE. GRANTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS BENEFICIARY, TRUSTEE, AND ANY SUCCESSOR OR SUBSTITUTE TRUSTEE (EACH AN "INDEMNIFIED PARTY") FROM ALL OBLIGATIONS, LIABILITIES, LOSSES, COSTS, EXPENSES, FINES, PENALTIES, OR DAMAGES INCLUDING, WITHOUT LIMITATION, GRANTOR'S ACTUAL OR ALLEGED SOLE OR CONCURRENT NEGLIGENCE, AN INDEMNIFIED PARTY'S ACTUAL OR ALLEGED SOLE OR CONCURRENT NEGLIGENCE (WHETHER THE INDEMNIFIED PARTY IS IMMUNE FROM LIABILITY OR NOT), ANY SUBROGATION CLAIM, ATTORNEYS' FEES, COURT COSTS, AND OTHER DEFENSE COSTS AND INTEREST WHICH AN INDEMNIFIED PARTY MAY INCUR IN CONNECTION WITH, OR INCIDENTAL TO, THIS DEED OF TRUST. GRANTOR SHALL: (1) DEFEND EACH INDEMNIFIED PARTY AGAINST ANY SUCH CLAIM OR LITIGATION INVOLVING SUCH INDEMNIFIED PARTY AND (2) ASSUME ANY SUCH OBLIGATION, LIABILITY, LOSS, COST, EXPENSE, FINE, PENALTY, OR DAMAGE AN INDEMNIFIED PARTY MAY HAVE INCURRED IN CONNECTION WITH, OR INCIDENTAL TO, THIS DEED OF TRUST, UPON DEMAND. ANY AMOUNT OWED AN INDEMNIFIED PARTY UNDER THIS PROVISION SHALL BEAR INTEREST AT THE DEFAULT RATE SET FORTH IN THE LOAN NOTE, IF ANY, AND SHALL BE SECURED BY THIS DEED OF TRUST. GRANTOR'S INDEMNIFICATION IS LIMITED TO THE GRANT LOAN AMOUNT AS STATED IN THE LOAN NOTE.

Q. Subrogation. Any of the proceeds of the Loan Note used to take up outstanding liens against all or any part of the Property which have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property, are recoverable by Beneficiary from Grantor. Beneficiary shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Beneficiary by assignments or are released by the holder thereof upon payment.

R. Partial Invalidity. In the event any portion of the sum intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

S. Release. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall release this Deed of Trust without charge to Grantor. Grantor shall pay any recordation costs.

[Signature Page Follows]

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GRANTOR(S):

Name: _____

Signature: _____

Name:_____

Signature: _____

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STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____ , known to me to be the person(s) whose name(s) is or are subscribed to the foregoing instrument and acknowledged to me that he/she executed same for the purposes or consideration therein expressed.

GIVEN UNDER MYHAND AND SEAL, of this office, this day____of_____,20___

.

_____

Notary Public in and for the State of Texas

My commission expires:

_____

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared_____

_____ , known to me to be the person(s) whose name(s) is/ are subscribed to the foregoing instrument and acknowledged to me that he/ she executed same for the purposes or consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL, of this office, this day____ of_____20__

_____

Notary Public in and for the State of Texas

My commission expires:

_____

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EXHIBIT A

LEGAL DESCRIPTION

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EXHIBIT G
FEDERAL PROVISIONS

Version 04/01/2023

GENERAL FEDERAL REQUIREMENTS APPLICABLE TO AGREEMENTS, ADDENDA, AND PURCHASE ORDERS INVOLVING FEDERAL FUNDS ("GENERAL FEDERAL REQUIREMENTS")

Contractor must comply with the following federal provisions, as applicable, as a condition of this City of Houston ("City") Agreement. For purposes of this **EXHIBIT,** the following terms have the meanings set forth in this EXHIBIT.

- "Agreement" means the Agreement, Addendum, or Purchase Order to which this **EXHIBIT** is attached.
- "Contractor" means a Vendor as defined in the Agreement to which this **EXHIBIT** is attached and any Contractor or subcontractor performing work on behalf of the Contractor pursuant to the foregoing Agreement.
- "Federal Agency" means any relevant federal agency overseeing or administering the funding set forth in the Agreement to which this **EXHIBIT** is attached as a source of funding.

Contractor also acknowledges that the City is using federal funds attached to a federal program ("Program") for all or a portion of this Agreement. Contractor therefore shall, in addition to those set forth in this Exhibit, comply with any specific terms and conditions or websites required by the CPO, and any specific terms and conditions set forth in the grant as specified by the CPO ("Funding Law, Regulations and Guidelines").

Contractor also shall provide for compliance with the federal laws, rules, regulations, interpretive guidance and other materials set forth in this **EXHIBIT** in any agreements it enters into with other parties relating to the federal funds.

1. Contractor acknowledges that federal financial assistance will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable federal law, regulations, executive orders, federal policies, procedures and directives as well as any guidance issued by Federal Agency relating to the Program and Funding Law, Regulations and Guidelines. Federal regulations applicable to this funding include but are not limited to the following:

    a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

    b. Universal Identifier and System for Award Management (SAM), 2 C.F.R.

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Part 25, pursuant to which the award term set forth in EXHIBIT A to 2 C.F.R. Part 25 is hereby incorporated by reference

c. Generally applicable federal environmental laws and regulations

2. Contractor acknowledges that the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Agreement.

3. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement. False statements or claims may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

4. Use of Funds. Contractor understands and agrees that the funds disbursed under this funding may only be used for the Program and in compliance with the Program and the Funding Law, Regulations and Guidelines.

5. Award Amount. The amount of funding dedicated to this Agreement is limited to the amount set out in the attached Agreement, unless otherwise agreed to by the Parties, in writing.

6. RESERVED

7. Contractor shall not use the Department of Homeland Security (DHS) or any Federal Government or Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of DHS or any Federal Government or Federal Agency officials without specific DHS or any Federal Government or Federal Agency pre-approval.

8. Access to Records. The following access to records requirements apply to this Agreement:

   a. Contractor agrees to provide the City, any Federal Agency Administrator, the Texas Department of Emergency Management, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books, documents, papers, and records available for this purpose for at least seven years after this Agreement terminates or expires. This provision does not limit the applicable statute of limitations.

   b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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c. Contractor agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

d. In compliance with the Disaster Recovery Act of 2018, the City and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Agency or its authorized representatives or the Comptroller General of the United States.

e. Within ten days of written request by the City, Contractor agrees to provide the City all relevant documentation pertaining to the Program and this Agreement to confirm compliance with Federal requirements, ensure the Program is achieving its purpose, and to respond to audits, as necessary.

6. Environmental Compliance – Applicable only to Agreements over $150,000.

a. Contractor shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

b. Contractor shall report all violations to the City's Purchasing Agent/Chief Procurement Office or designee (CPO), and understands and agrees that the City, through its designated representative, will, in turn, report each violation as required to assure notification to the Federal Agency, and the appropriate Environmental Protection Agency Regional Office.

c. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

7. Contract Work Hours and Safety Standards Act – Applicable only to Agreements over $100,000.

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

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damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

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

8. Procurement of Recovered Materials.

a. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

ii. Meeting Agreement performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

   a. As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

   b. Prohibitions

      i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

      ii. Unless an exception in this paragraph applies, Contractor and its subcontractors shall not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Agency to:

         1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

         2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

         3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

         4. Provide, as part of its performance of this Agreement, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

   c. Exceptions

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i. This paragraph does not prohibit Contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

3. That which 2 C.F.R. Section 200.216 does not apply.

d. Reporting requirement

i. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Agreement, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or Contractor, unless elsewhere in this Agreement are established procedures for reporting the information.

ii. Contractor shall report the following information pursuant to paragraph (e):

1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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2. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

10. Remedies. If any work performed and/or goods delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the CPO may in his or her sole discretion:

a. elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the contract;

b. in the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of the City and the terms of the Agreement;

c. hire another Contractor or vendor to perform the work and deduct any additional costs incurred by the City as a result of substituting a third party or vendors from any amounts due to Contractor; or

d. pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

11. Suspension and Debarment.

a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

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b. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 and, if applicable, 45 C.F.R. § 75.213. As such, Contractor is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

c. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and, if applicable, 45 C.F.R. § 75.213, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

d. This certification, found in Exhibit 1, is a material representation of fact relied upon by the State of Texas and the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and, if applicable, 45 C.F.R. § 75.213, in addition to remedies available to the State of Texas and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

e. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and, if applicable, 45 C.F.R. § 75.213, while this offer is valid and throughout the period of this purchase order. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Byrd Anti-Lobbying Amendment.

a. A Contractor who applies or bids for an award or receives a Contract/Purchase Order of $100,000 or more shall submit to the City's Chief Procurement Officer or designee the required certification as set out in Exhibit 2 of this Agreement. 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

13. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. If Contractor intends to subcontract any portion of the work covered by this Agreement, Contractor must take all necessary affirmative steps to assure

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that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

14. Davis-Bacon Act – Applicable to Contracts/Purchase Orders for construction work in excess of $2,000.00 and not funded by FEMA-PA Program.

a. All transactions regarding this Contract/Purchase Order shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractor is 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.

c. Additionally, Contractor is required to pay wages not less than once a week.

15. Copeland "Anti-Kickback" Act – Applicable to Contracts/Purchase Orders for construction work in excess of $2,000.0 and when the Davis-Bacon Act also applies.

a. Contractor. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145 and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference to this Agreement.

b. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the City or the Federal Agency may by appropriate instructions require, and also a clause requiring the

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subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 U.S.C. § 5.12.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-

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the-job seat belt policies and programs for its employees when operating Contractor-owned, rented, or personally-owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

19. Publications. Any publications produced with funds from this award must display the following language noting the funds for the project came from federal funds.

    Any publications produced with funds from this award or pertaining to projects or programs administered with funds from this award must be approved by the City prior to publication.

20. Debts Owed to the City.

    a. Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of its award from Treasury; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by the Contractor shall constitute a debt to the City and to the Federal government.

    b. Any debts determined to be owed the City must be paid promptly by Contractor for repayment to the federal government.

    c. A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The City will take any actions available to it to collect such a debt.

21. Disclaimer. The United States expressly disclaims any and all responsibility or liability to Recipient and Contractor or third persons for the actions of Recipient, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient and Contractor does not in any way establish an agency relationship between the United States and Recipient or Contractor.

22. Contractor understands that the City's obligation for payment under this Agreement is limited in its entirety by the provisions of this Agreement for the performance of services under this Agreement; unless additional funds are approved by City Council through supplemental allocations to pay for the services, the City shall have no obligation to pay Contractor. Contractor must look to these designated funds only and to no other funds for the City's payment under this

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Agreement, and that the City is permanently excused from making payments due under this Agreement if, for whatever reason, there is a lack of funds.

ADDITIONAL REQUIREMENTS IF AGREEMENT IS FUNDED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDS:

In addition to the General Federal Requirements listed above, if this Agreement is funded using funds from the U.S. Department of Housing and Urban Development ("HUD"), Contractor shall comply with all procurement requirements, laws, regulations, and interpretative guidance relating to the respective HUD program, including but not limited to program requirements found in 24 C.F.R. Part 570 (CDBG), 24 C.F.R. 92 (HOME), 24 C.F.R. Part 574 (HOPWA), 24 C.F.R. Part 576 (Emergency Solutions Grant) and the requirements listed below, and these requirements will flow down to any agreements Contractor enters into with other parties relating to these funds.

1. Civil Rights Compliance. Contractor shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 C.F.R. part 23. Contractor shall submit to the City's Chief Procurement Officer or designee the required assurances as set out in Exhibit 3 of this Agreement. Contractor is deemed to have read and understands the requirements of each of the following, if applicable to the project under this Agreement:

    a. title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

    b. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

    c. Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, et seq.), as amended;

    d. Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R.

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107.60;

e. The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and

g. "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8.

h. The Americans with Disabilities Act (42 U.S.C. §12131; 47 U.S.C. §§155, 201, 218, and 225);

i. By signing this Agreement, Contractor understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system

2. 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.

3. Displacement, Relocation, Acquisition and Replacement of Housing

a. 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.

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4. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, Pub. L. 90–448, 82 Stat. 476 (codified as amended at 12 U.S.C. 1701u) and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon any Contractors and subcontractors. Failure to fulfill these requirements shall subject any Contractors and subcontractors, their successors and assigns, to those sanctions specified by this Agreement through which Federal assistance is provided.

b. Contractors agree to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is subject to the requirements of Section 3 of 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 C.F.R. Part 75 apply to the Agreement. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations")."

c. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").

d. Contractor agrees to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Contractor certifies that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

e. Contractor shall send to each labor organization or representative of

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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 Contractor's commitments under this Section 3 clause and shall post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

f. Contractor will include or have included a Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3 Regulations. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.

g. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after Contractor is selected but before the Agreements executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations

h. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

5. 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 C.F.R. Part 35, Subparts A, B, J, K and R may apply to activities under the Contract.

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

7. RESERVED

8. Eligibility of Aliens Not Lawfully Present in U.S. Contractor understands that aliens not lawfully present in the U.S., as described in 49 C.F.R. §24.208, are not eligible

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to apply for benefits under certain federal activities.

9. 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 C.F.R. §40.2 or the definition of "building" as defined in 41 C.F.R. §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 (EXHIBIT A to 24 C.F.R. Part 40 for residential structures, and EXHIBIT A to 41 C.F.R. Part 101-19, Subpart 10119.6, for general type buildings).

10. Records for Audit Purposes. Without limitation to any other provision of the foregoing Agreement/Contract, 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 contractor pursuant to 2 C.F.R. §200.333. Contractor shall maintain records required by 24 C.F.R. §135.92 for the period required under 2 C.F.R. §200.333. 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 C.F.R. §200.336.

11. 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 for 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 C.F.R. 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 C.F.R. Part 200, Subpart F - Audit Requirements, except when an election is made to have a program specific audit pursuant to and described in 2 C.F.R. Part 200, Subpart F - Audit Requirements. Once the Agreement is executed, Contractor understands

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that it is barred from considering such audit and must have a single audit conducted as described hereinabove.

12. Rights to Inventions made under a Contract or Agreement. If the Federal award meets the definition of ‘‘funding agreement’’ under 37 C.F.R. §401.2 (a) and the recipient or Contractor 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 Contractor must comply with the requirements of 37 C.F.R. Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency.

13. 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).

14. Procurement of Recovered Materials. See 2 C.F.R. §200.322.

15. Contractor shall not use HUD seal(s), logos, crests, or reproductions of flags or likenesses of HUD agency officials without specific the HUD’s written pre-approval.

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APPLICABLE LAW - CDBG-DR

1. Federal Funding Accountability and Transparency Act (FFATA)

The Contractor shall comply with the requirements of 2 CFR Part 25 Universal Identifier and System for Award Management (SAM). The Grantee must have an active registration in SAM in accordance with 2 CFR Part 25, EXHIBIT A, and must have a Data Universal Numbering System (DUNS) number. The Grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information.

1. **Additional Administrative Requirements**: Additional administrative requirements of federal grants are contained in 2 CFR, Part 25. The Contractor and sub-awardees at all tiers must obtain a DUNS number and provide the DUNS to the State before the sub-award can be issued. The Contractor will register with SAM and furnish State with documentation verifying such registration in order to receive federal funding under this Agreement.
2. **Federal Award Number**: As per the Federal Funding Accountability and Transparency Act, federal agencies will assign a Federal Award Identification Number (FAIN) to each federal award. The FAINs are intended to increase transparency in federal spending and allow the American public to hold the government accountable for spending decisions. Each Contractor and sub-awardee should be aware of this identification number and ensure the FAIN is incorporated into all sub-grants under the Agreement.

2. 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), 24 CFR Part 42 and 24 CFR 570.606; 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.

In addition to other URA requirements, these regulations (49 CFR 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

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3. Architectural Barriers Act and the Americans with Disabilities Act

The Contractor shall ensure that its activities are consistent with requirements of the Architectural Barriers Act and the Americans with Disabilities 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 (EXHIBIT A to 24 CFR Part 40 for residential structures, and EXHIBIT A to 41 CFR Part 101-19, Subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 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

4. Conflict of Interest under 24 CFR 570.611

The Contractor shall ensure that no employee, agent, or officer of your organization with decision-making responsibility for CDBG funds and activities is allowed to benefit from CDBG activities or have a financial interest in any agreement regarding those activities or in the proceeds of the activities. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, a designated public agency, or a Contractor, and to their immediate family members and business partner(s). The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee or the Contractor organization. Upon written request, exceptions may be granted by HUD on a case-by-case basis, after consideration of the cumulative effect of various factors listed in 24 CFR 570.611(d), and only with: (a) full disclosure of the potential conflict and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

5. Religious Activities

The Contractor agrees that Grant Funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship,

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religious instruction, or proselytization. Religious Organizations are allowed to participate in CDBG-MIT grant programs to support Mitigation and any eligible activity.

6. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Contractor must comply with the limitations in 24 CFR 58.22, which imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. The Contractor must comply with the limitations in 24 CFR 58.22 even though the Contractor is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Contractor's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

7. Duplication of Benefits

The Contractor shall not carry out any of the activities under the Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. Specifically, Section 312 prohibits any person, business concern, or other entity from receiving "any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source." 42 USC 5155 (a). A duplication occurs when a beneficiary receives assistance from multiple sources of cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of need. If a duplication of benefits occurs, funds may be recaptured per the terms and conditions of the subrogation agreement (Attachment D). Guidance to assist in preventing a duplication of benefits is provided in a notice published in the Federal Register at 76 FR 71060 (November 16, 2011).

8. Green Building Standards

Grantees must meet the Green and Resilient Building Standard, as defined in this subparagraph, for: (i) All new construction and reconstruction (i.e., demolishing a housing unit and rebuilding it on the same lot in substantially the same manner) of residential buildings and (ii) all rehabilitation activities of substantially damaged residential buildings, including changes to structural elements such as flooring systems, columns, or load-bearing interior or exterior walls. The Green and Resilient Building Standard requires that all construction covered by the paragraph above and assisted with CDBG–DR funds meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED (New Construction, Homes, Midrise, Existing, Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC–700 National

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Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD. Grantees must identify, in each project file, which of these Green and Resilient Building Standards will be used for any building subject to this paragraph. However, grantees are not required to use the same standards for each project or building.

Standards for rehabilitation of non-substantially damaged residential buildings. For rehabilitation other than the rehabilitation of substantially damaged residential buildings described in section, grantees must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist. Grantees must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work, must be ENERGY STAR labeled, Water Sense-labeled, or Federal Energy Management Program (FEMP)- designated products or appliances

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STATEMENT OF TERMS AND CONDITIONS OF THE 2021 WINTER STORM SINGLE FAMILY HOME REPAIR PROGRAM

This Statement of Terms and Conditions for the 2021 Winter Storm Single Family Home Repair Program ("Program") is executed by _____ ("Homeowner") and the City of Houston, Texas a home-rule city organized under the laws of the State of Texas and principally situated in Harris County ("City").

1. The City is a recipient of Community Development Block Grant- Disaster Recovery ("CDBG-DR") grant funds from the U.S. Department of Housing and Urban Development ("HUD") which it uses to support long term recovery efforts following the 2021 Winter Storm ("Winter Storm"). The regulations that govern the CDBG-DR program can be found at 24 CFR Part 570, the Grant Agreement between the City and HUD and the applicable provisions of the Federal Registers ("Federal Regulations").
2. The Program Guidelines ("Guidelines") outline the requirements and processes for the Program.
3. Homeowner may receive federal financial assistance by applying to one of the Program's two pathways. Homeowners may receive a grant through the Reimbursement Pathway or a Forgivable Loan through the Rehabilitation or Reconstruction Pathway.
4. Homeowner's Property is located at _____ and is more specifically described on Exhibit "A", attached hereto and made a part hereof for all purposes ("Property").
5. Homeowner(s) hereby certifies that Homeowner is the owner of the Property, that the Property is Homeowner's primary residence and that all property taxes on the Property are current, deferred or on an approved payment plan that is in good standing with the Harris County Property Tax Office.

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6. Homeowner(s) certify that there are no Abstract(s) of Judgement recorded in the Real Property Records that create a lien on the Property.

7. Homeowner (s) certify that the combined household income of all persons residing at the Property is less than 80%Area Median Income ("AMI") for Homeowners applying to the Rehabilitation or Reconstruction Pathways and up to 120% AMI for Homeowners applying to the Reimbursement Pathway. AMI is published annually by the U.S. Department of Housing and Urban Development, for the relevant geographic area.

8. Homeowner certifies that all household members 18 years of age and older are current on all court mandated child support payments or on a court approved payment plan that is in good standing.

☐ **Reimbursement Pathway**

1. Homeowner is receiving Grant funds in the amount of $_____.

2. The Grant funds are for reimbursement of costs incurred for eligible expenses as set forth in the Guidelines that were i) caused directly or indirectly by the 2021 Winter Storm and expended on the Property; ii) evidenced by the requisite documentation; and iii) up to a maximum amount for reimbursement per the guidelines.

3. Homeowner certifies that the expenses being reimbursed by the City are eligible expenses as outlined in the Guidelines and that the eligible expenses that affected the Property were directly or indirectly caused by the 2021 Winter Storm

4. Homeowner has provided the City with all documentation necessary to verify the costs associated with the eligible expenses or Homeowner has provided the City with an Affidavit self-certifying the costs of the eligible expenses. Homeowner understands and agrees that if an Affidavit self-certifying eligible expenses has been provided, the Grant shall be determined based on a visual inspection by a City inspector and the Grant amount shall be based solely on standard repair and material costs in effect at the time of the City's

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inspection.

5. Homeowner(s) certifies i) that the eligible expenses were used for repairs within the same footprint as the pre-storm condition of the Property; ii) that the repairs were necessary and related to authorized recovery purposes; iii) paid within 1-year of the date of the 2021 Winter Storm; and iv) that Homeowner has not received funds that would constitute a Duplication of Benefits as set forth in the Guidelines.

6. Homeowner has not submitted any reimbursement requests for ineligible expenses as set forth in the Guidelines.

7. Homeowner understands and agrees that receiving Grant funds through the Program's Reimbursement Pathway bars Homeowner from participating in the Program's Rehabilitation or Reconstruction Pathway.

☐ **Rehabilitation and Reconstruction Pathway**

1. Homeowner is receiving a Forgivable Loan for Rehabilitation or Reconstruction of Homeowner's Property as a result of damage caused directly or indirectly by the 2021 Winter Storm.

2. Homeowner understands that they are required to use the Property as their primary residence for the duration of the three-year Compliance Period as outlined in the Guidelines.

3. Homeowner understands and agrees that if Homeowner fails to comply with the occupancy requirements for the duration of the Compliance Period, the outstanding balance of the Forgivable Loan will become immediately due and payable to the City.

4. Homeowner understands and agrees that they will be required to execute a Subrogation and Assignment Agreement to ensure compliance with federal Duplication of Benefits.

5. Homeowner understands that Homeowner will be required to execute a Loan Note and that the City will record a Deed of Trust securing a lien against the Property for the duration of

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the Compliance Period.

6. Homeowner understands that the City requires various insurance to be purchased by the Homeowner for the Property including but not limited to homeowners insurance and flood insurance for certain properties.

7. Homeowner certifies that they have reviewed the Program Guidelines and understands the terms and conditions required by Homeowners participating in the Program. Homeowners agrees to comply with all terms and conditions.

All capitalized terms used herein that are not defined herein shall the same meaning given in the Program Guidelines.

Date: _____

Homeowner(s):

Name: _____
(Printed Name)

Signature: _____

Name: _____
(Printed Name)

Signature: _____

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EXHIBIT "A"
PROPERTY DESCRIPTION

2021 WINTER STORM
SINGLE FAMILY HOME REPAIR PROGRAM
TRI-PARTY AGREEMENT

This 2021 Winter Storm Single Family Home Repair Program Tri-Party Agreement ("**Agreement**") among the **City of Houston**, a home-rule city organized under the laws of the State of Texas and principally situated in Harris County("**City**"), _____ ("**Homeowner**") and **[*INSERT ENTITY NAME*]**, a **[*INSERT STATE OF INCORPORATION AND ENTITY TYPE, FOR EXAMPLE, "Texas nonprofit corporation" or "a Delaware for-profit corporation, doing business in Texas"*]** ("**Contractor**"), is effective on the date it is countersigned by the City of Houston Controller ("**Countersignature Date**").

In consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Section I - Definitions

Whenever used in this Agreement, the following words and terms shall have the meanings ascribed to them as follows:

Acceptance Form shall mean a written statement issued by the HCD and signed by the Homeowner and a witness, stating that all Work has been satisfactorily completed in accordance with the Work Write-Up and/or Plans and Specifications.

Compliance Period shall mean the three years beginning on the date of the execution of the Acceptance Form by the Homeowner, during which the Homeowner must occupy the Property as their primary residence and comply with the terms of the Project Documents including the Guidelines (as defined below).

Baseline Schedule shall mean the schedule of the Work to be performed by certain dates, as determined by the Contractor and approved by the Director in connection with the Work.

Certificate of Compliance shall mean a certificate issued by the City and signed by a City inspector stating that all Work has been duly inspected and found to comply with the Building Code requirements set forth at:

https://www.houstonpermittingcenter.org/code-enforcement/customer-assistance-code-development-cacd-section.html.

Change Order shall mean an amendment to the Work and/or Contract Price pertaining to a particular Project, submitted by Contractor and approved by Homeowner and the Director in writing in accordance with the Project Documents and the Guidelines.

City shall have the meaning given to it in the preamble.

Co-Applicant shall mean an additional Homeowner, if any, receiving assistance along with a primary applicant Homeowner.

Contract Price shall mean the price to be paid by the City to the Contractor for the performance of the Work in connection with a particular Project. Any changes in the Contract Price shall only result from authorized Change Orders. The Contract Price shall be paid in the form of progress payments in accordance with the Baseline Schedule.

Contractor shall have the meaning given to it in the preamble, including its successors and assigns.

Countersignature Date shall have the meaning given to it in the Preamble.

Deed of Trust shall mean the deed of trust, as amended, between the Homeowner and City wherein the legal title to the Property is transferred to a trustee, identified as the Director.

Director shall mean the Director or Interim Director of HCD, or of such Department's successor entity, or their duly empowered designee

Disaster shall mean an event or force of nature that has catastrophic consequences, including, but not limited to, an avalanche, earthquake, flood, forest fire, hurricane, lightning, tornado, tsunami, or volcanic eruption.

Duplicate Assistance shall mean any assistance received for the Rehabilitation or Reconstruction of the Property from any other source including but not limited to the Small Business Administration (SBA), Federal Emergency Management Agency (FEMA), volunteer organizations, homeowners insurance or any other federal or state program.

Forgivable Loan shall mean a loan, secured by a Deed of Trust, that is deferred and then forgiven at the end of the Compliance Period if Homeowner complies with all terms and conditions under the Project Documents..

Guidelines shall mean the applicable 2021 Winter Storm Single Family Home Repair Program Guidelines, as they may be amended from time to time, and the procedures adopted pursuant thereto for a program to provide Rehabilitation or Reconstruction to storm damaged homes or to reimburse Homeowners for eligible repairs.

HCD shall mean the City's Housing and Community Development Department.

Homeowner shall have the meaning given to it in the preamble.

HUD shall mean the United States Department of Housing and Urban Development, or any duly constituted successor or designee thereof.

Master Contractor Agreement shall mean the agreement between the City and Contractor attached as Exhibit "C". If a copy of the Master Contractor Agreement is not attached hereto, Master Contractor Agreement shall refer to the "Master Contractor Agreement" executed most recently prior hereto by the City and the Contractor. The terms and provisions of the Master Contractor Agreement are hereby incorporated into this Agreement.

Notice to Proceed shall mean the written authorization issued by the Director for the Contractor to proceed with Work (as may be modified by a Change Order).

Plans and Specifications shall mean a detailed itemized list approved by the Director that provides instructions to the Contractor for the Work to be done on the Property, which may include drawings, as applicable.

Program shall mean the 2021 Winter Storm Single Family Home Repair Program administered by HCD in accordance with the Guidelines.

Project shall mean the Rehabilitation or Reconstruction Work to be done on a Property under the Program. Each Project shall be subject to and governed by the terms and provisions of the Project Documents.

Project Documents shall mean, as applicable, this Agreement, the Master Contractor Agreement, the Plans and Specifications, the Work Write-Up, Change Orders approved and executed by the Director (if any), the Guidelines and the procedures adopted pursuant thereto, the Baseline Schedule, the Notice to Proceed, the Certificate of Compliance, the Deed of Trust, the Promissory Note, Project Initiation Document, the Acceptance Form, and all other documents pertaining to, or executed in connection with the Work.

Project Initiation Document shall mean a form issued by HCD that is provided to the Homeowner, describing the Homeowner's, Contractor's and City's pre-construction roles and responsibilities.

Promissory Note shall mean the non-recourse Promissory Note, in the amount of the Contract Price executed by Homeowner and payable to the City. The terms and provisions of the Promissory Note are hereby incorporated into this Agreement.

Property shall mean a traditional stick-built, detached, single-family dwelling unit built upon land located within the incorporated areas of the City, to be repaired, rehabilitated, or reconstructed, as described in the Project Documents related to the Property. The Property described in Exhibit "A" herein is located at: **{INSERT ADDRESS}**.

Reconstruction shall mean Projects with costs in excess of fifty percent of the pre-storm fair market value or with Work that will exceed the maximum cap for Rehabilitation of $100,000. The total construction cost including Change Orders, if any, shall not exceed $300,000 unless authorized by City Council.

Rehabilitation shall mean restoring a Property to a habitable condition by removing life, health, or safety hazards with a cost not to exceed $100,000.00 which includes approved Change Orders (if any).

Scope of Work shall mean the estimated amount and nature of repair, rehabilitation, and/or reconstruction work necessary to be provided by a Contractor in order to rehabilitate the property.

Subcontractor shall mean any person or entity who performs Work on the Property pursuant to a valid, written subcontract with the Contractor that complies with this Agreement and the Master Contractor Agreement.

Subrogation and Assignment Agreement shall mean the agreement between the Homeowner and the City which requires Homeowner to reimburse the City of any Duplicate Assistance paid to the Homeowner, that relates to the same Property and the same, substantially similar or overlapping Scope of Work. The Subrogation and Assignment and Project Documents are designed to prevent a duplication of benefits as further described in Exhibit "D", attached hereto, as applicable. The Subrogation and Assignment Agreement will be made a part of all Tri-Party Agreements where applicable.

Work shall mean the labor and materials necessary for Contractor to complete the Reconstruction or Rehabilitation of a residential structure under the terms of the Project Documents.

Work Write-up shall mean a detailed itemized list approved by the Director providing instructions to the Contractor for the Work.

Section II — Certifications and Representations by Homeowner

Homeowner certifies and represents the following:

A. Homeowner is the owner and occupant of the dwelling on the Property and has fee simple title to the Property.
B. The Property is located in the incorporated areas of the City of Houston.
C. No liens other than a mortgage or City imposed lien nor any abstract of judgments have been filed against the Property and all mortgage payments owed are current or on an approved payment plan that is in good standing.
D. The Property is not subject to a reverse mortgage.
E. Homeowner does not have an open bankruptcy case pending.
F. All household members over the age of 18 or otherwise mandated by a court of law are current on child support payments and/or on a court-approved payment plan that is in good standing.
G. Taxes on the Property are current, deferred or on an approved payment plan that is in good standing with the taxing authority.
H. Homeowner currently occupies the residence as their primary residence and there are no tenants renting the home or occupants paying rent.
I. Household income did not exceed 80% of the median income for the City as published by HUD for the Homeowner's household size at the time of the application.
J. Homeowner has voluntarily applied for and has been selected to participate in the DR-21 Winter Storm Program and agrees to the terms and conditions contained in this Agreement.
K. Homeowner has obtained all forms and levels of insurance required under this Agreement and/or the Guidelines.

L. The Rehabilitation or the Reconstruction is needed due to damage being caused by the 2021 Winter Storm that occurred between February 13, 2021 - February 17, 2021

M. Homeowner has either: (1) a Transfer on Death Deed for the Property recorded in the real property records of the county where the Property is located; or (2) an enforceable instrument to distribute the Property in the event of death, as approved by the Director upon the advice of the City Attorney.

Section III — Covenants and Agreements by Homeowner

Homeowner covenants and agrees to the following:

A. Homeowner does hereby authorize the City to act on their behalf in connection with the Work performed by the Contractor. The Homeowner acknowledges that the Contractor has been selected in accordance with the Guidelines.

B. Homeowner agrees that the City and Contractor may access the Property at all reasonable times. The City, Contractor, and their respective employees may reasonably use the common areas and roadways of Property, together with all facilities, equipment, improvements, and services provided in connection with the Property for the performance of the Work, the costs of such services to be paid by Contractor as part of the Contract Price.

C. Homeowner agrees that Homeowner shall be responsible for all utility bills and shall keep all utility bills current until the Work has been completed.

D. Homeowner understands and agrees that during the Compliance Period, Homeowner, may not secure cash-out refinancing, home equity loans or utilize the Property as collateral for any other indebtedness.

E. Except as otherwise agreed to in writing by the Director, Homeowner shall be required to own and occupy the Property as Homeowner's primary residence for the entire Compliance Period in order to fully discharge Homeowner's responsibility under the, Guidelines and Project Documents.

F. Homeowner shall allow periodic monitoring of the Property during the Compliance Period, including without limitation site visits from HUD, the City, and any other governmental agency that has provided funds for the Program, which may include verification of Homeowner's identity, proof of insurance coverages and requests for other relevant information that is not private or confidential. Failure to cooperate with monitoring staff may result in Default.

G. Homeowner shall respond within thirty (30) days of receipt to any letter(s) from the City sent to the Homeowner at the Property.

H. Homeowner shall maintain, or cause to be maintained, the levels of insurance on the Property required by the Project Documents. In the event that the

Property is located in the 100-year or 500-year floodplain, as determined by the Federal Emergency Management Agency (FEMA), at the date of Homeowner's application, Homeowner shall also maintain federal flood insurance on the Property for the Compliance Period. In the event FEMA revises the applicable 100-year floodplain map during the Compliance Period, so that the Property becomes located in the 100-year or 500-year floodplain, Homeowner will obtain and maintain federal flood insurance at that time. If Homeowner fails to maintain the insurance required by this paragraph, and the Property is damaged by a Disaster, then Homeowner may not be eligible for future disaster relief assistance from City.

Homeowners who receive Program assistance who are required to purchase flood insurance are also statutorily required to notify any transferee or recipient of the Property of the requirement to purchase and maintain flood insurance. This notification must be in writing as part of the transferring documents. It must also notify the new owner of the potential consequences regarding future disaster relief if the new owner fails to maintain flood insurance as required by law.

I. Homeowner will have up to 30 calendar days from signing the Project Initiation Document to prepare the Property for commencement of the Project. If Homeowner is unable to prepare the Property within the 30 calendar days the Director may allow Homeowner an additional 2 weeks to prepare the Property. All inoperable or abandoned vehicles must be removed from the property prior to the start of the Project. Failure on the part of Homeowner to prepare the Property for the Work may cause the City to administratively withdraw the homeowner from the Program.

NEITHER THE CITY, HCD NOR CONTRACTOR SHALL BE HELD LIABLE FOR THEFT OR ANY DAMAGE TO ANY HOMEOWENER'S PERSONAL BELONGINGS.

J. The assessed value of the Property will in all likelihood increase as a result of the Work, causing an increase in property taxes and property insurance. **Homeowner accepts all responsibility for the payment of taxes and insurance on the Property after completion of the Work, and for declaring the Property as Homeowner's homestead to take advantage of any homestead exemption for the Property.**

Section IV — Terms and Agreements with Regard to the Forgivable Loan

Homeowner understands, agrees and acknowledges the following:

The Forgivable Loan is (i) in the amount of $ _____, (ii) is a performance based, non-interest-bearing loan, (iii) for a term beginning from the date of this Agreement and ending on the last day of the Compliance Period; provided no default has occurred

under the Forgivable Loan documents. In no event shall the Forgivable Loan exceed the following amounts without prior approval by the City's City Council: (i) $100,000.00 for Rehabilitation, inclusive of all approved Change Orders; or (ii) $300,000.00, for Reconstruction, inclusive of all approved Change Orders.

During the Compliance Period, Homeowner must occupy the Property as Homeowner's primary residence and shall satisfy all other terms and conditions set forth in the Project Documents. The City shall reduce the amount of deferred principal due on the Forgivable Loan by 33% for each year Homeowner occupies the Property. The reduction will be taken annually on the anniversary date of the execution of the Acceptance Form. Should the Homeowner sell or otherwise convey his or her ownership interest in the Property during the Compliance Period, the remaining prorated amount of assistance will become immediately due and payable.

Upon the expiration of the Compliance Period, provided no default has occurred under the Forgivable Loan documents that remains uncured, the outstanding deferred principal balance of the Forgivable Loan shall be deemed forgiven and the City shall execute a Release of Lien.

A. The following occurrences shall constitute an event of default ("Default"):

   (i) Homeowner (voluntarily or involuntarily) sells or otherwise transfers any interest in the Property prior to the expiration of the Compliance Period, other than to a co-owner (unless City agrees to the transfer in writing, which consent may be withheld by City in its sole discretion.

   (ii) Homeowner abandons or fails to occupy the Property as their principal residence at any time during the Compliance Period and there is no remaining co-owner.

   (iii) Homeowner gives false or inaccurate information in connection with the application for assistance under the Program; and/or

   (iv) Homeowner fails to perform any covenant or agreement contained in this Agreement or any related document, including, without limitation, the Promissory Note.

B. In the event of Default, Director will notify Homeowner in writing of the occurrence of such Default as provided in the Promissory Note.
C. In the event the Default is not timely cured, the City may invoke its right of recapture and/or exercise any remedies available at law or in equity, including without limitation demanding the repayment by the Homeowner to the City of the outstanding balance of the Forgivable Loan.

Section V — Terms and Agreements with Regard to the Work;

Contract Term

The parties hereto understand, agree and acknowledge the following:

A. The City shall pay Contractor, for the performance of the Work up to the amount of _____ ("Contract Price"). Any changes in the Contract Price shall only result from authorized Change Orders. The Contract Price shall be paid in the form of progress payments, which will be submitted according to the Baseline Schedule.

B. The Work to be performed under this Agreement shall commence on the date specified in the Notice to Proceed (as may be extended by a Change Order). The Work shall be completed within the time period outlined in the Notice to Proceed. (as may be extended by a Change Order).

C. The Work shall be done in accordance with the Plans and Specifications or Work Write-Up that is attached to this Agreement as Exhibit "B". The Work Write-Up or Plans and Specifications may be amended only by authorized Change Orders.

D. **The Work may include the demolition of the existing residence and other structures, outbuildings, and garages located on the Property. By executing this Agreement, Homeowner hereby authorizes the City to demolish any such residence, structures, outbuildings and garages, as deemed necessary by the City.**

E. No Grant proceeds may be used for soft costs, including legal expenses and insurance premiums (except as allowed under the Guidelines or the procedures adopted pursuant thereto).

F. The Work shall be performed in a good and workmanlike manner in conformance with all applicable laws, rules, regulations and building codes, the Plans and Specifications, and all manufacturer's recommendations.

G. The City's Disbursement of the funds for the Work shall not exceed the amount specified in this Agreement plus any Change Orders which have been properly authorized and approved in accordance with the Guidelines.

H. The City shall make payments only for Work that has been completed by the Contractor and authorized and approved by the Director.

I. Homeowner is not allowed to do the following during the time between the date of this Agreement and the date the Acceptance Form has been executed by all parties: (i) perform any form of voluntary labor on the Property; (ii) cover any part of the costs of the Work on the Property, such as the purchase of materials or the direct hiring of a Contractor; (iii) enter into any side agreements for labor or materials on the Property, regardless as to whether they are specified in the Work Write-up or Plans and Specifications attached to the this Agreement; or (iv) serve as his or her own contractor or subcontractor performing the Work on the Property.

J. The Contractor shall not commence the Work until a Notice to Proceed is issued.

K. Homeowner and the Contractor must attend a mandatory pre-construction conference prior to the commencement of the Work.

L. For the duration of construction activity, HCD will conduct routine site visits to oversee the quality of work and to ensure that work progress is according to approved schedules. Identified issues will be addressed by the HCD representative as appropriate or escalated for review and subsequent action(s) by HCD Division Management.

M. After the Contractor has completed the Work, including any Change Orders, HCD staff shall arrange a walk-through inspection of the Property by the Homeowner, an HCD inspector, and the Contractor. During the walk-through, the HCD inspector shall make a list of items ("Punch List") that Homeowner, Contractor, and the HCD determine are in need of correction or completion. Disputes concerning the items to be included in the Punch List shall be resolved in accordance with Section IX below.

N. All work identified in the Punch List shall be scheduled and completed by Contractor, to the satisfaction of HCD staff in their sole discretion, within five (5) calendar days after the date of the walk-through inspection, which completion shall be no later than the expiration of the time period specified in the Notice to Proceed (as may be extended by a Change Order). Disputes concerning the completion of Punch List items shall be resolved in accordance with Section IX below.

O. The cost for completion by Contractor of the items set forth in the Punch List shall not exceed the lesser of (i) the amount permitted to be charged therefor under the Project Documents or (ii) another amount agreed upon between HCD and Contractor.

P. The City will issue a Certificate of Compliance to the Contractor after verification by HPW that: (i) all Work has been completed in accordance with the Plans and Specifications, and local building codes as applicable.

Q. The Acceptance Form will be provided to the Homeowner for signature upon the Work being completed in accordance with the Work Write-up or Plans and Specifications, as applicable.

R. Contract Term: This Agreement is effective on the Countersignature Date and shall remain in effect for three (3) years after the issuance of the Acceptance Form signed by all parties; provided, however, that in the event that the Master Contractor Agreement is terminated, this Agreement shall terminate at the same time.

S. Termination With Cause

(i) If Contractor defaults under this Agreement, the Director may terminate this Agreement or allow the Contractor to cure the default as provided below. Default by the Contractor occurs under any of the following circumstances:

a. If any warranty or representation made by the Contractor in this Agreement is at any time false or misleading in any respect;

b. If Contractor neglects to perform the Work in connection with any Project properly, or in a timely manner, or refuses or neglects to supply proper or sufficient materials or workmen, or fails to perform any provision of any of the Project Documents pertaining to a Project;

c. If Contractor is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of insolvency;

d. If Contractor fails to perform any of its duties under this Agreement or the Project Documents;

e. Contractor has had any other contract with the City terminated for cause at any time subsequent to the effective date of this Agreement; or

f. If Contractor violates or disregards any law, ordinance, rule, regulation, or order of a public authority having jurisdiction.

(ii) If a default occurs by the Contractor, the Director may, but is not obligated to, deliver a written notice to Contractor (with a copy of the notice to the CPO) describing the default and the termination date of the Agreement in its entirety or as to a Project. The Director, at his or her sole option, may give the Contractor the opportunity to cure the default and 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, with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services and Work under this Contract, and promptly cancel all orders or subcontracts chargeable to this Agreement.

(iii) If the City terminates this Agreement for cause, then the City may, subject to any prior rights of surety and any other rights of the City under the Contract or at law:

i. request that surety complete the Work; or

ii. take possession of the Project site and utilize any and all materials, equipment, tools, construction equipment, machinery, and appliances, owned by Contractor, on the site and finish the Work by whatever reasonable methods the Director may deem expedient. The City shall not prejudice any of the City's rights or remedies under this Agreement or the respective Project Documents, or by law, by terminating this Agreement for cause or by taking possession of the site.

(iv) After Contractor's receipt of a Notice of Termination, and except as otherwise directed in writing by the Director, Contractor shall:

i. stop the Work on the date specified in the Notice of Termination;
ii. place no further orders or subcontracts for materials, products, or services;
iii. terminate all orders and subcontracts to the extent that they relate to performance of work terminated;
iv. assign to the City, in the manner, at the times, and to the extent directed by the Director, all rights, title, and interest of Contractor, under the terminated supply orders and subcontracts. The City may settle or pay claims arising out of termination of the orders and subcontracts;
v. settle all outstanding liabilities and all claims arising out of the termination of supply orders and subcontracts with approval of the Director;
vi. take action as may be necessary, or as the Director may direct, for protection and preservation of property related to the Work that is in possession of Contractor, and in which the City has or may acquire an interest; and

vii. secure the Work in a safe state before leaving the site, providing any necessary safety measures, shoring, or other devices.

(v) In case of termination of this Agreement for cause pursuant to this Section V, subsection S(i), the Contractor shall not be entitled to receive any payment for any Project until the Work for such Project is completed, subject to Section V, subsection R(v)a. below.

a. Upon completion of any such Project, if the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including, but not limited to, liquidated damages, the amount of expenses incurred by the City in finishing the Work for such Project (including any costs in addition to or in excess of those originally contemplated in the Project Documents for such Project), and any other amounts due under the Agreement, the balance of the Contract Price will be paid to Contractor. If the costs of finishing the Work for any such Project exceeds the unpaid balance, the Contractor shall, within 10 days of receipt of written notice setting out the amount of the excess costs, pay the difference to the City. The amount to be paid to Contractor or the City will be certified by Director in writing, and this

obligation for payment shall survive termination of the Contract or termination of Contractor's performance under the Contract. Termination of the Contractor for cause shall not relieve the Surety from its obligation to complete the Project.

T. Termination Without Cause

(i) The City may terminate this Agreement at any time without cause by giving five (5) days' written notice to the Contractor, with a copy of the notice to the CPO. In case of termination of this Agreement without cause pursuant to this subsection, the Contractor shall submit its final statement for all Work performed through the date of termination, which shall be payable in the manner provided in Section V of the Master Contractor Agreement.

a. After receipt of the Notice of Termination, and except as otherwise approved by City Engineer, Contractor shall conform to requirements of Section V, subsection S(iv).
b. Contractor shall submit the final statement to the City promptly, and in no event later than six months from the effective date of termination, unless one or more extensions are granted by the Director in writing. If Contractor fails to submit its termination Claim within the time allowed, in accordance with Section V, subsection S(i)b. (i). below, the Director will determine, on the basis of available information, the amount, if any, due to Contractor because of termination, and Director's determination is final and binding on the Parties. The City will then pay to Contractor the amount so determined.

i. The Director will determine, on the basis of information available to City Engineer, the amount due, if any, to Contractor for the termination as follows:

1. Contract Price for all work performed in accordance with the Contract up to the date of termination, except no retainage is withheld by the City either for payment determined by percentage of completion or for materials and equipment delivered to the site, in storage, or in transit.

2. Reasonable termination expenses, including costs for settling and paying subcontractor and supplier claims arising out of termination of the Work, reasonable cost of preservation and protection of the City's property after termination, if required, and the cost of claim preparation. Termination expenses do not include field or central office overhead, salaries of employees of Contractor, or litigation costs, including attorneys' fees.

3. No amount is allowed for anticipated profit or central office overhead on uncompleted work, or any cost or lost profit for other business of Contractor alleged to be damaged by the termination.

(ii) Contractor shall promptly remove from the site any construction equipment, tools, and temporary facilities, except the temporary facilities which the City, as determined by the Director in their sole discretion, may wish to purchase and retain.

(iii) Contractor shall cooperate with the City during the transition period.

(iv) The City will take possession of the Work and materials delivered to the site, in storage, or in transit, as of the date or dates specified in the Notice of Termination, and is thereafter responsible for maintenance, utilities, security, and insurance, unless otherwise stated in Notice of Termination.

(v) TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION WITHOUT CAUSE, 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 AGREEMENT), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION WITHOUT CAUSE.

Section VI - Contractor's Duties

Contractor understands, agrees and acknowledges the following:

A. The terms, conditions and provisions of the Master Contractor Agreement are hereby incorporated into this Agreement in their entirety. The Contractor shall perform all of the services and furnish to the Director a list of all materials needed, labor and equipment necessary to complete the Work.

B. All Work to be performed and all performance specifications are identified in this Agreement, including the Master Contractor Agreement and all Exhibits attached hereto and incorporated herein by reference. **CONTRACTOR SHALL PERFORM NO ADDITIONAL WORK (as "Work" is defined in Section I) UNLESS CHANGE ORDERS FOR ADDITIONAL WORK ARE ISSUED IN ACCORDANCE WITH THIS AGREEMENT, THE MASTER CONTRACTOR AGREEMENT, AND THE PROJECT DOCUMENTS.** All Change Orders approved and executed in accordance with this Agreement shall be made a part of this Agreement.

C. Contractors must comply with the Program's Minimum Construction Standards for Rehabilitation, Reconstruction and New Construction version 5.5, as amended from time to time, which require that Reconstruction or Rehabilitation on an assisted home address any immediate threat(s) to the life or health of residents in the

home. The program will also bring the building up to the most current building code adopted by the City of Houston, maximum assistance cap(s) notwithstanding. Contractor must also adhere to federally required Green Building Standards as set forth in the Guidelines and in the applicable law exhibit attached hereto.

D. All Change Orders must be approved in writing by the Homeowner, Director, and Contractor in accordance with the Guidelines.

E. The Contractor agrees not to enter into any side agreements for work on the Property or materials other than those specified in this Agreement, the Work Write-up, or the Plans and Specifications.

F. Prior to beginning performance under the Master Contractor Agreement with respect to the Property, at any time upon request of the City or each time coverage is renewed or updated, Contractor shall furnish to the City current certificates of insurance, endorsements, all policies or other policy documents evidencing the insurance coverages required to be maintained by Contractor under the Master Contractor Agreement showing the City and Homeowner as a named additional insured or loss payee, as applicable, as provided in the Master Contractor Agreement.

G. Change Orders. If the Contractor determines that a change in the Work or Contract Price is required, the Contractor may submit a written change order request that includes the estimate for increases or decreases and an explanation of requested changes. The Director shall review the change order request to determine if the change is valid before authorizing. If the Director elects to authorize the change, the Director will compute the reduction from or addition to the Contract Price and will authorize the Change Order in writing. All Change Orders must be submitted to and approved in writing by the Director and promptly signed by the Homeowner (which signature shall not be unreasonably withheld). Contractor is not authorized to perform any Work that is not specified in the Work Write-up or Plans and Specifications, and the City shall have no obligation to pay for any such Work or change in the Work unless a Change Order is approved in writing by the Director. **The Contractor will not, and shall not have any obligation to, perform any change in the Work until a Change Order has been authorized, issued by the Director in writing, and signed by the Homeowner.** Under no circumstances may the amount of the Contract Price, as may be changed by Change Order(s), if any, exceed the maximum amount of assistance authorized under the Guidelines and Master Contractor Agreement.

H. Liquidated Damages. Time is of the essence for this Agreement. If Contractor fails to complete the Work by the expiration of the time period specified in the Notice to Proceed (as may be extended by a Change Order), the City will suffer harm, although the actual damages from that harm are difficult to estimate. Therefore, if Contractor does not complete the Work by the expiration of said time period, the Contractor shall pay to the City the amount stipulated below as liquidated damages. This amount is a reasonable forecast of just compensation for the harm

to the City. Contractor shall pay the amount stipulated for each day of delay until the Work is complete. Liquidated damages are $200.00 for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed (as may be extended by a Change Order). The City may assess such liquidated damages even if the Project is terminated pursuant to this Agreement or the Master Contractor Agreement is terminated in part or in its entirety pursuant to Section X of the Master Contractor Agreement. The City may deduct the amount of said liquidated damages from the Contract Price. The parties further agree that the same amount of liquidated damages stated above shall be paid by the Contractor to the City if any defect covered under warranty is not corrected within the time period set forth under Section VII.

Section VII — Contractor's Warranties

Contractor agrees and warrants to the City and Homeowner the following:

A. Contractor expressly and unconditionally warrants and guarantees that all of the Work performed under this Agreement shall be done in accordance with industry best practices, in a good and workmanlike manner, and in accordance with the standards of quality prevailing in Harris County, Texas for rehabilitation, construction and reconstruction services for similar projects at the time such services are performed. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement. This warranty includes, without limitation, any condition that may impair or tend to impair the safe and normal use, functioning or enjoyment of the Property and which results in any manner from all labor and/or materials used or supplied under the Project Documents for the Project.

(i) The warranty shall not be construed to limit or in any way modify any warranties or guarantees placed upon any material, appliances, fixtures or devices by their manufacturers, or any components for which a longer period of warranty is provided or required under the Project Documents.

(ii) The warranty period shall commence on the date of issuance of the Certificate of Compliance for the Project and end: (a) 2 years thereafter for (x) appliances, (y) workmanship and materials, including but not limited to flooring and subflooring, and (z) a mechanical or delivery system, including electrical delivery systems, plumbing delivery systems, ventilation, heating and air conditioning systems, and (b) 10 years thereafter for the structural warranty, including without limitation 10 years for the foundation (pier and beam, slab, or otherwise), roof, and other major structural components of a home.

(iii) The Contractor shall repair or replace, free of cost or charges to the City or the Homeowner any defects that arise out of defective workmanship or materials which appear within the warranty period, whether or not the materials or equipment are guaranteed by the manufacturer or supplier;

and in the event that such repairs necessitate Homeowner to relocate for the duration of said repairs, Contractor shall pay for Homebuyer's relocation expenses, including without limitation, temporary accommodation for the duration of the repairs, moving expenses, storage, and additional transportation costs due to the relocation.

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

(v) The Contractor warrants that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure or other improvement in which the item is installed and that no item or its use infringes any patent, copyright, or proprietary right.

(vi) Contractor warrants that each replacement item is new and free of defects or blemishes, in accordance with original equipment manufacturer's specifications, and are of a quality at least as good as the quality of the item which it replaces (when the replaced item was new) and that no item or its use infringes any patent, copyright, or proprietary right.

(vii) If the Contractor fails to timely complete the Work under the Project Documents, or fails to perform satisfactorily under this Agreement or any Notice to Proceed, the City may require Contractor, at its sole expense to (a) repair or replace defective or damaged materials; (b) refund payment for defective or damaged materials and accept the return thereof; and/or (c) take necessary action to ensure that future performance of Work conforms to the Agreement and applicable Notice to Proceed.

(viii) The Contractor agrees to include this Section's warranty provisions in all of the Contractor's subcontracts for Work under this Contract. The Contractor further acknowledges that it is not eligible for final payment until such warranties have been delivered to Director with such copy signed by the Director to evidence Director's receipt of such warranty policies.

B. If Contractor is notified by the Director or Homeowner of a defect that has arisen during the warranty period, Contractor shall begin to correct the defect within 10 business days after receipt of notification and shall complete the correction of the defect within 10 days thereafter, unless Contractor receives a written authorization from the Director to extend the correction period, but in no event longer than 30 days from receipt of notice of the defect. Contractor shall correct all warranty items within the time frames set forth above, free of cost or charges to the City or the Homeowner, regardless of whether the materials or equipment are guaranteed by the manufacturer or supplier. Notice of the defect must be given during the warranty period.

Section VIII Dispute Resolution

Homeowner and Contractor shall submit to the Director in writing any disputes arising out of this Agreement.

For purposes of this Section VIII, "Project Manager" means the person the Director designates to monitor the progress of Contractor's performance under this Agreement. Except as may otherwise be provided by law, a dispute that (1) does not involve a question of law; (2) arises during the performance of this Agreement; and (3) is not resolved between the Project Manager and Contractor (or Homeowner), must be handled as described below:

A. The Project Manager shall put its decision in writing and mail or otherwise furnish Contractor and Homeowner with a copy. Contractor or Homeowner may abide by the decision or may appeal the decision to the Director.

B. If Contractor or Homeowner desires to appeal a decision of the Project Manager, Contractor or Homeowner must submit a written appeal to the Director. Contractor or Homeowner must file its written appeal within 7 working days following receipt of the Project Manager's original decision. The Director shall provide Contractor and Homeowner with a written response to the appeal within 14 working days following its receipt. The decision of the Director is final.

Section IX — Address and Notice

A. Unless otherwise provided in this Agreement, all notices including any communication, request, reply or advice shall be in writing. If mailed, notice shall be deemed effective the date that it is deposited in the United States mail, postage prepaid, registered, or certified mail, return receipt requested. Notices given in any other manner shall be effective the date received by the party to be notified.

B. Notice shall be made to the following physical addresses:

To City: **CITY OF HOUSTON**
Housing and Community Development Dept.
2100 Travis Street, Suite 900
Houston, TX 77002
ATTN: 2021 Winter Storm

With Copy to: City of Houston
900 Bagby, 4th Floor
Houston, TX 77002
ATTN: City Attorney

To Contractor: _____

_____

_____

ATTN:

To Homeowner: _____

_____

_____

C. Each party shall have the right to change its respective address or addressee for notice under this Agreement, provided that at least ten (10) days written notice is given of such new address to the other party.

Section X — Assignment and Amendment

A. This Agreement shall not be assigned without the prior written approval of the Director. Contractor may subcontract the Work; provided, however, that Contractor shall remain liable for the Work, unless an assignment is approved by the Director in writing.

B. 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), the Contractor, and Homeowner. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement. Any amendment that does not comply with this provision will be without effect. This provision does not apply to Change Orders, which only need to be submitted by the Contractor, approved by the Director in writing, and signed by the Homeowner in accordance with the Project Documents and the Guidelines.

Section XI — Miscellaneous

A. Independent Contractor. Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, subcontractors or agents 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 workers' compensation benefits coverage, if any.

B. Reserved.

C. Death of Homeowner Between Execution of this Agreement and Execution of the Acceptance Form. If a Homeowner receiving Program assistance dies after this Agreement has been executed and before the Homeowner signs the Acceptance

Form and there is a Co-Applicant, then the Co-Applicant shall continue their responsibilities pursuant to the Project Documents, including compliance with compliance with Compliance Period. If a Homeowner receiving assistance dies after this Agreement has been executed and before the Homeowner signs the Acceptance Form and there is no Co-Applicant, then the surviving heir(s) may request one of the following options:

a. Payoff of Forgivable Loan: Surviving heir(s) may pay off the remaining loan amount according to the terms of the Deed of Trust and Promissory Note and a Release of Lien, as applicable, will be processed after the payoff is complete.

b. Assumption of Forgivable Loan: Surviving heir(s) may submit a request to HCD to assume the Forgivable Loan and occupy the home as their principal residence for the remainder of the Compliance Period. HCD must determine that the surviving heir meets the eligibility requirements for the Program as outlined in the Guidelines. The surviving heir(s) must execute a Loan Assumption and Modification Agreement, Amended and Restated Deed of Trust, and any other documents as the Director, upon the advice of the City Attorney, may require.

In the event of the sale or early loan payoff of the deceased Homeowners' Property, the City is not obligated to render any additional assistance associated with repairs or maintenance. The surviving heirs will be responsible for all maintenance on the Property at their expense.

D. Death of Homeowner After Execution of the Acceptance Form and Before the End of the Compliance Period

a. If a Homeowner receiving assistance dies after the Acceptance Form is executed, before the end of the applicable Compliance Period, and there is a Co-Applicant, then the Co-Applicant shall continue their responsibilities under the Project Documents, including complying with the Compliance Period.

b. If a Homeowner receiving assistance dies after the Acceptance Form is executed, before the end of the applicable Compliance Period, and there is no co-maker, then the Director may approve unique accelerated forgiveness.

E. Revocation. This Agreement can be revoked by the Director, with the approval of the Homeowner, if the Property is partially destroyed (as determined by the Director) prior to completion of the Work and it is determined that the Property cannot be Rehabilitated or Reconstructed within the limits of the Program, less proceeds previously disbursed or obligated, plus any available insurance proceeds.

F. Destruction. In the event that the Property is partially destroyed prior to the completion of the Work and the Director determines that the Property can still be Rehabilitated or Reconstructed within the limits of the Program, then the amount

of the Forgivable Loan and the Contract Price will be reduced to the extent that insurance proceeds, if any, are available to cover such portion of the Work. Homeowner shall transfer any such insurance proceeds to the City or authorize its insurance company to disburse such funds directly to the City.

G. Relocation. Based on funding availability, temporary relocation assistance ("TRA") may be provided under the Program. TRA consists of moving, storage and temporary rental assistance that may be provided under the following conditions: i) the Program requested and approved the Homeowner to move out of their home, and ii) the Homeowner has been out of his/her home for more than 120 days after the issuance of the Notice to Proceed. If funding is unavailable, the Homeowner will be responsible for finding alternate housing, within 30 calendar days, the City reserves the right to administratively withdraw the Homeowner from the program. Eligible homeowners receiving Program assistance are not required to move permanently but must temporarily relocate for a period no longer than 12 months. Homeowners may be eligible to receive TRA before the commencement of construction if the Property poses an immediate health and or safety risk. The Director shall determine eligibility on a case by case basis.

H. Out-of-Scope Work. Homeowner agrees that the City and the Contractor are not responsible for any Work, Rehabilitation, or Reconstruction that are not specified in the Work Write-Up, Change Orders, Punch List, or Plans and Specifications.

I. INDEMNITY AND RELEASE. HOMEOWNER 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. HOMEOWNER HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

HOMEOWNER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM 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 THE HOMEOWNER'S PERFORMANCE UNDER THE THIS AGREEMENT AND THE PROJECT DOCUMENTS, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

A. HOMEOWNER'S OR ITS INVITEES' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; AND

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B. THE CITY'S AND HOMEOWNER'S AND/OR ITS INVITEES' ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER IMMUNE FROM LIABILITY OR NOT; AND

HOMEOWNERCONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THIS AGREEMENT EXPIRES.

J. Law and Venue. This Agreement is subject to all laws of the United States of America, the State of Texas, charter and ordinances of the City and all rules and regulations of any regulatory body or office having jurisdiction and in particular, without limitation, the federal regulations codified at Title 24, Code of Federal Regulations (CFR) Part 570 and Chapter 311 of the Texas Tax Code. The venue for any litigation relating to this Agreement is in Harris County, Texas.

K. Priority of Documents. If there is a conflict between any of the Project Documents, such conflict shall be resolved in the following order of precedence: first this Tri-Party Agreement, then Exhibit A (Property Description), then Exhibit B (Plans and Specifications/Work Write-Up and any authorized Change Orders), then the Promissory Note, then the Deed of Trust, then the Master Contractor Agreement, then the Notice to Proceed, then the Certificate of Compliance, then the Project Initiation Document, then the Acceptance Form, and then the Guidelines.

L. Survival. Contractor and Homeowner 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 Project Documents and the indemnity provisions.

M. Force Majeure. 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.

a. This relief is not applicable unless the affected Party does the following:

i. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

ii. provides the other Party with prompt written notice of the cause (no later than 48 hours following the event causing delay) and its anticipated effect.

b. 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.

c. 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.

d. If the Force Majeure continues for more than 30 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.**

e. 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.

N. Record Keeping. All original records pertinent to this Agreement shall be retained by the parties hereto for three (3) years following the date of termination of this Agreement, except any litigation, claim or audit that is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved, or until the expiration of any minimum record retention requirement required by law, whichever is greater.

O. Signature. This Agreement may be signed electronically or by electronic means and Homeowner agrees that an electronic transmittal of a signature on the Agreement, including but not limited to an electronic signature or a scanned signature page, will be as good, binding, and effective as an original or manual signature. If requested by the City, Homeowner shall execute a copy or copies of this Agreement in person with a manual signature and both the electronic signature version and the manual signature version of the Agreement shall be included in the final Agreement.

P. Entire Agreement. This Agreement, as defined in the introductory paragraph hereof and the Project Documents, including documents incorporated herein and therein by reference and the attachments hereto and thereto, contain the entire

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agreement of the parties relating to the subject matter hereof and is a full and final expression of the agreement between the parties.

Q. Anti-Boycott of Israel. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

R. Anti-Boycott of Energy Companies. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

S. Anti-Boycott of Firearm Entities or Firearm Trade Associations. Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

T. Certification of No Business with Foreign Terrorist Organizations. For purposes of Section 2252.152 of the Code, Contractor certifies that, at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement 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 Agreement 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.

HOMEOWNER:

_____

Print Name: _____

HOMEOWNER:

_____

Print Name: _____

CONTRACTOR:

[INSERT CONTRACTOR ENTITY NAME]

_____

By (Print Name): _____

Title: _____

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ATTEST/SEAL:

_____
City Secretary

APPROVED:

_____
Director
Housing and Community Development
Department

APPROVED AS TO FORM:

_____
Senior Assistant City Attorney
LD No.

CITY OF HOUSTON

_____
Mayor

COUNTERSIGNED:

_____
Controller

COUNTERSIGNED DATE**:**

_____

Exhibit List

Exhibit A — Legal Description of Property
Exhibit B — Plans and Specifications/Work Write-Up
Exhibit C — Master Contractor Agreement
Exhibit D — Subrogation and Assignment Agreement
Exhibit E — Promissory Note
Exhibit F — Deed of Trust
Exhibit G --- Applicable Federal Law

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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EXHIBIT B
PLANS AND SPECIFICATIONS/ WORK WRITE-UP

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EXHIBIT C
MASTER CONTRACTOR AGREEMENT

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EXHIBIT D

SUBROGATION AND ASSIGNMENT AGREEMENT

[The Subrogation and Assignment Agreement follows this page.]

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EXHIBIT E
HOME REPAIR PROGRAM

PROMISSORY NOTE

[The Promissory Note follows this page.]

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EXHIBIT F

DEED OF TRUST

[The Deed of Trust follows this page.]