

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS

COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

April 21, 2016

The Honorable Samuel L. Neal Jr., County Judge  
Nueces County  
901 Leopard Street Suite 303  
Corpus Christi TX 78401-3602  
DUNS Number 078495025  
TINS Number 17460005857  
FIPS Number 35599355

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding

Catalog of Federal Domestic Assistance (CFDA) number: 97.036  
FEMA Project Number PA-06-TX-4223-PW01413  
Project Title: NUE009C - Sablatura Park Culvert Bridge  
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

| PA-06-TX-4223-PW01413 |            |                       |                               |                           |                             |                         |
|-----------------------|------------|-----------------------|-------------------------------|---------------------------|-----------------------------|-------------------------|
| Version / Amendment   | Date       | Total Subgrant Amount | Federal Cost Share Percentage | Federal Cost Share Amount | Local Cost Share Percentage | Local Cost Share Amount |
| 0                     | 04/05/2016 | \$60,111.54           | 75%                           | \$45,083.66               | 25%                         | \$15,027.88             |

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

---

Designated Subrecipient Agent

---

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Gerald Muchando, Public Assistance Specialist at (210) 881-1808 or email at [Gerald.Muchando@us.gt.com](mailto:Gerald.Muchando@us.gt.com).

ATTACHMENTS: Scope of Work  
Terms and Conditions

|  |   |
|--|---|
| <b>PA-06-TX-4223-PW-01413(0)</b> <a href="#">P</a> |   |
| Applicant Name:                                    | Application Title:                      |
| NUECES (COUNTY)                                    | NUE009C - Sablatura Park Culvert Bridge |
| Period of Performance Start:                       | Period of Performance End:              |
| 05-29-2015   | 11-29-2016                              |

## ***Subgrant Application - Entire Application***

---

**Application Title:** [NUE009C - Sablatura Park Culvert Bridge](#)

**Application Number:** [PA-06-TX-4223-PW-01413\(0\)](#)

**Application Type:** [Subgrant Application \(PW\)](#)

### Preparer Information

|                          |                          |
|--------------------------|--------------------------|
| Prefix                   | Mr.                      |
| First Name               | RANDALL                  |
| Middle Initial           |                          |
| Last Name                | BOSTRUM                  |
| Title                    | Project Specialist       |
| Agency/Organization Name | FEMA - Region 6          |
| Address 1                | 800 N Loop 288           |
| Address 2                |                          |
| City                     | Denton                   |
| State                    | TX                       |
| Zip                      | 76209                    |
| Email                    | Chris.Walsh@fema.dhs.gov |

Is the application preparer the Point of Contact? No

### Point of Contact Information

|                     |                    |
|---------------------|--------------------|
| Prefix              | Mr.                |
| First Name          | Samuel             |
| Middle Initial      | L                  |
| Last Name           | Neal Jr.           |
| Title               | County Judge       |
| Agency/Organization | Nueces County      |
| Address 1           | 901 Leopard Street |
| Address 2           | Suite 303          |
| City                | Corpus Christi     |
| State               | TX                 |
| ZIP                 | 78401              |
| Phone               | 361-888-0444       |

Fax 361-888-0445  
 Email claudia.lobell@nuecesco.com

## Alternate Point of Contact Information

Prefix  
 First Name Danielle  
 Middle Initial  
 Last Name Hale  
 Title Emergency Management Coordinator  
 Agency/Organization Nueces County  
 Address 1 901 Leopard Street  
 Address 2 Suite 303  
 City Corpus Christi  
 State TX  
 ZIP 78401  
 Phone 361-888-0513  
 Fax 361-888-0445  
 Email danielle.hale@nuecesco.com

## Project Description

Disaster Number: 4223  
 Pre-Application Number: PA-06-TX-4223-RPA-0286  
 Applicant ID: 355-99355-00  
 Applicant Name: NUECES (COUNTY)  
 Subdivision:  
 Project Number: NUE009C  
 Standard Project Number/Title: 305 - Road and Culvert Washout  
 Please Indicate the Project Type: Neither Alternate nor Improved  
 Application Title: NUE009C - Sablatura Park Culvert Bridge  
 Category: C.ROADS & BRIDGES  
 Percentage Work Completed? 0.0 %  
 As of Date: 12-17-2015

|             |
|-------------|
| Comments    |
| CCC         |
| Attachments |

## Damage Facilities (Part 1 of 2)

| Facility Number | Facility Name                | Address      | County | City     | State | ZIP   | Site Previously Damaged? | Action |
|-----------------|------------------------------|--------------|--------|----------|-------|-------|--------------------------|--------|
| 1               | Nueces County Sablatura Park | 5905 Hwy 44, | Nueces | Banquete | TX    | 78339 | No                       |        |

|          |
|----------|
| Comments |
|----------|

| Attachments     |            |               |                                   |                                |  |                      |
|-----------------|------------|---------------|-----------------------------------|--------------------------------|--|----------------------|
| User            | Date       | Document Type | Description                       | Hard Copy File Reference       | File Name  | Action               |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Culvert Bridge                    | Downstream cracking            | downstream cracking 1.pdf(149.68 kb)             | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Culvert                           | Culvert Downstream             | Culvert DS left.pdf(150.56 kb)                   | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Culvert sownstream damages        | Left and middle culverts       | culverts dwonstream left & middle.pdf(147.34 kb) | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Cracking in headwall              | Headwall cracking              | downstream cracking 2.pdf(167.79 kb)             | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Headwall cracking 2               | Headwall Cracks                | downstream cracking 3.pdf(145.50 kb)             | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Culvert Bridge cracks in headwall | Headwall cracks                | Downstream cracks 2.pdf (148.66 kb)              | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Roadway cracks above culverts     | Roadway cracks above culverts  | Road settling at culverts.pdf(147.83 kb)         | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Roadway cracks and holes          | Roadway cracks and holes       | Sablatura Park road bed 1.pdf(152.81 kb)         | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Culvert cracking at base          | Culvert Cracking               | Spawling.pdf(150.44 kb)                          | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Debris upstream                   | Upstream debris                | Upstream debris.pdf (150.71 kb)                  | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Upstream culvert damages          | Upstream culvert damages       | Upstream headwall 1.pdf (153.84 kb)              | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Photos        | Debris - siltation                | Siltation at headwall upstream | Upstream siltation.pdf (152.80 kb)               | <a href="#">View</a> |

|                                    |  |
|------------------------------------|--|
| Facility Name:                     | Nueces County Sablatura Park   |
| Address 1:                         | 5905 Hwy 44,   |
| Address 2:                         |  |
| County:                            | Nueces   |
| City:                              | Banquete   |
| State:                             | TX   |
| ZIP:                               | 78339  |
| Was this site previously damaged?  | No   |
| Percentage Work Completed?         | 0.00 %   |
| Location:                          | PA-06-TX-4223-PW-01413(0):<br>The culvert bridge damaged by the events between May 4 to June 22, 2015 is located in the Nueces County Sablatura Park at Lat/Lon 27.797551 N, -97.820840 W to Lat/Lon 27.797407 N, -97.8820917 W. |
| Damage Description and Dimensions: | PA-06-TX-4223-PW-01413(0):<br>DAMAGE DESCRIPTION & DIMENSIONS:<br>During the incident period May 4th thru June 22nd, 2015 due to severe storms, heavy rains, strong winds and flooding, Nueces County, Texas                     |

suffered the following damages to the Sablatura Park culvert bridge: water from an extensive area of farmlands flows to this point which exceeded the capacity of the drainage area and overtopped the culvert bridge at the park. Debris accumulated at the head end of the culverts which limited flow through the culverts. The prolonged accumulation of water at the low point of the area – the bridge – caused sinking of the concrete headwalls (upstream and downstream). Excessive floodwaters entered the cracks in the headwalls that developed and undermined the culverts and road base. Sablatura Park’s culvert bridge in Nueces County suffered erosion, undermining and sinking at Lat/Lon 27.797551 N, -97.820840 W to Lat/Lon 27.797407 N, -97.8820917 W. The damaged culvert bridge is 42’ long by 21’ wide x 6’ high. The bridge consists of a dirt foundation 42’ L x 21’W x 5’ 6”H, a road base of compacted gravel 42’L x 21’W x .5’, an asphalt finished surface of 42’ x 21’ x .167’. The bridge has 3 – 36” x 24’ CIP concrete culverts, rip rap of rubble concrete 2 - 36’ 6” x 6’ headwalls and 4 - 12’ x 6’ wing walls at both the upstream and downstream locations. The protective guardrails on both sides of the roadway have been undermined due to erosion in two areas. The guardrails will need to be replaced with the reconstruction work on the bridge. The guardrails are 2 – 42’ long steel pipe guardrails with 12 posts.

The roadway damages include depression, holes and alligator cracking of the roadway above the culvert areas of the bridge these cracked areas are 3’ W x 21’L. The culverts exhibit signs of sinking at both upstream and downstream headwalls with cracks of 4” in width along the entire length of the headwalls in the rubble concrete rip rap walls. The culverts have separated at the downstream joints by 1” -2” and have sank 2”. Water flow has eroded portions of the culvert base and the fill material above the culverts below the roadway. Debris has accumulated at the upstream headwall which is both vegetative and siltation in nature. The vegetative debris measures 20’ L x 5’ W x 5’ H = 500CF divided by 27 CF/CY = 18.51 CY. Silt debris is 20’ L x 20’ x 2’ = 800 CF divided by 27 CF/CY = 29.63 CY.

Note the park was established and dedicated in 1962.

Scope of Work:

PA-06-TX-4223-PW-01413(0):  
 SCOPE OF WORK:  
 WORK COMPLETED: No work has been completed at the time of writing of this PW.  
 WORK TO BE COMPLETED:  
 Nueces County intends to use force account labor and equipment to repair the damages on the culvert bridge. The Project Specialist has used RS means data to estimate the costs of this work. Rubble concrete rip rap was previously utilized at the bridge headwalls. It is recommended that rock rip rap be installed in place of the original rubble concrete rip rap material as the original material is not readily available, is equal in price and had failed in this application. The work will entail the following (please see CostWorks worksheet attached):

|   |                       |              |
|---|-----------------------|--------------|
| Remove & dispose of debris from upstream headwall |                       | \$ 385.12    |
| Demolition of roadway                             | 42’ x 21’ x 6’        | \$ 5,762.60  |
| Culvert remove and reinstall                      | 3 x 3’ x 24’          | \$ 14,002.00 |
| Reinstall roadway                                 | 42’ x 21’ x 6’        | \$ 12,614.80 |
| Remove & reinstall rip rap                        | 81 SY                 | \$ 15,147.00 |
| Remove and reinstall guardrail                    | 42 LF rail & 12 posts | \$ 333.00    |

DAC The applicant has stated they incurred direct administrative costs however these costs were unavailable at the time of this writing. Using FEMA Reasonable DAC schedule, DAC is calculated at \$672.00 . \$

672.00

|               |             |
|---------------|-------------|
| Project Total | \$48,244.52 |
| DAC           | \$ 672.00   |
| TOTAL:        | \$48,916.52 |

Notes:

Incidental Debris Removal is required at culvert bridge to permit access and reduce potential damage during construction

DAC: The sub grantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related to administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub grantee activities and are not included in any approved indirect cost rates.

-- HAZARD MITIGATION PROPOSAL: Hazard Mitigation measures has been discussed with the applicant and a Hazard Mitigation Proposal (HMP) is included in this project worksheet. SEE ATTACHED HMP.

-- PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

Road

-- RECORD RETENTION: As described in 2 CFR 200.33 Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- ENVIRONMENTAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Wendell Allen, Section Administrator, Texas Department of Emergency Management prior to starting work.

-- For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

-- Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be

approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

-- INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253.If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Sub-grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on: Actual or Recent Contract costs

-- AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

-- 75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015.

|  |   |
|--|---|
| <b>Hazard Mitigation Proposal</b>  |   |
| <b>* Is effective mitigation feasible on this site?</b>  | Yes   |
| If you answered <b>Yes</b> to the above question, the next question is required                |   |
| Will mitigation be performed on this site?   | Yes   |
| If you answered <b>Yes</b> to the above question, the next question is required                |   |
| Do you wish to attach a Hazard Mitigation Proposal?  | Yes   |
| If you answered <b>Yes</b> to the above question, the next two questions are required          |   |
| Please provide the Scope of Work for the estimate:<br><small>(maximum 4000 characters)</small> | <p>The cracking and settling of the rubble concrete headwalls are to be repaired with rock rip rap which is the same price per RS Means. The space between the rip rap should be filled by placing galvanized mesh, the rip rap rocks and then shotcrete between the spaces of the rip rap. The fast flowing water undermined the apron and supports at both headwalls which can be reduced by securing gabions along the upstream streambed. The dimensions and costs of the HMP recommended are as follows:</p> <p>Shotcrete and place a galvanized wire mesh in an area as follows:</p> <p>2 headwalls x 36.5' x 6' = 438 sf<br/>                     4 wingwalls x 12' x 6' = 288 sf<br/>                     Total area = 726 sf<br/>                     7.26 CSF = total cost shotcrete \$5,880.60, mesh \$1,212.42.<br/>                     Gabion weir = 3' x 3' x 42' = 42 Sq. Yds. = \$2,051.00<br/>                     Total HMP = \$9,144.02</p> |



|   |          |           |
|---|----------|-----------|
| Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? | No       |           |
| GIS Coordinates   |          |           |
| Project Location  | Latitude | Longitude |
| Sablatura Park Culvert Bridge   | 27.79755 | -97.82084 |

#### Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? No
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? Unsure

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

The project specialist has discussed 406 mitigation opportunities with the applicant. No determination of cost effective mitigation has been made. This will be finalized before the project is moved into initial review.

6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? No

Attachments

#### For Category C, D, E, F, and G Projects only

Is effective mitigation feasible on this project? Yes

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on any sites in this project? Yes

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal? Yes

If you answered **Yes** to the above question, the next two questions are required

Please provide the Scope of Work for the estimate:

The cracking and settling of the rubble concrete headwalls are to be replaced with rock rip rap which is the same price per RS Means. The space between the rip rap should be filled by placing galvanized mesh, the rip rap rocks and then shotcrete between the spaces of the rip rap. The fast flowing water undermined the apron and supports at both headwalls which can be reduced by placing gabions along the upstream streambed. The dimensions of the HMP recommended are as follows: Shotcrete and place a galvanized wire mesh in an area as follows: 2 headwalls x 36.5' x 6' = 438 sf 4 wingwalls x 12' x 6' = 288 sf = 726 sf = 7.62 CSF

Mesh = 7.26 CSF x \$167/CSF = \$1,212.42 Shotcrete = 726 SF x \$8.10/SF = \$5,880.60 Gabion weir = 3' x 3' x 42' = 14 Sq. Yds. @ \$293/SY = \$4,102.00 Total HMP = \$11,195.02 Since the HMP cost / repair cost being protected = \$11,195.02 / \$48,244.52 = 23% < 100%, this HMP is cost effective per FEMA RP 9526.1, section VII.B.2 and Appendix A.A.5. Project Specialist utilized RS Means to develop estimated costs for the HMP. See attached calculation sheet for item numbers and calculations. The earlier HMP listed in the Damage Facilities section is replaced by this HMP with a cost of \$11,195.02.

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?  Yes

| Hazard Mitigation Proposal - 0909 |      |                             |               |                 |            |                       |      |               |        |
|-----------------------------------|------|-----------------------------|---------------|-----------------|------------|-----------------------|------|---------------|--------|
| #                                 | Code | Material and/or Description | Unit Quantity | Unit of Measure | Unit Price | Subgrant Budget Class | Type | Cost Estimate | Action |
| <b>*** Version 0 ***</b>          |      |                             |               |                 |            |                       |      |               |        |
| 1                                 | 9999 | Shotcrete                   | 726           | SF              | \$ 8.10    | CONSTRUCTION          |      | \$ 5,880.60   |        |
| 2                                 | 9999 | Welded Wire Galvanized mesh | 7.26          | CSF             | \$ 167.00  | CONSTRUCTION          |      | \$ 1,212.42   |        |
| 3                                 | 9999 | Gabions                     | 14            | SY              | \$ 293.00  | CONSTRUCTION          |      | \$ 4,102.00   |        |
| <b>Total Cost: \$ 11,195.02</b>   |      |                             |               |                 |            |                       |      |               |        |

| Comments        |            |                   |  |                          |   |                      |  |  |  |
|-----------------|------------|-------------------|--|--------------------------|---|----------------------|--|--|--|
| Attachments     |            |                   |  |                          |   |                      |  |  |  |
| User            | Date       | Document Type     | Description                            | Hard Copy File Reference | File Name   | Action               |  |  |  |
| RANDALL BOSTRUM | 12-21-2015 | Calculation Sheet | HMP Costworks Sablatura Culvert Bridge |                          | Sablatura Park Culvert Unit HMP Costs.xls(15.00 kb) | <a href="#">View</a> |  |  |  |

|               |
|---------------|
| Cost Estimate |
|---------------|

|                               |  |
|-------------------------------|--|
| Is this Project Worksheet for |  |
|-------------------------------|--|

| <b>(Preferred) Repair</b>   |                      |                                  |               |                 |              |                       |                      |               |        |
|-----------------------------|----------------------|----------------------------------|---------------|-----------------|--------------|-----------------------|----------------------|---------------|--------|
| Sequence                    | Code                 | Material and/or Description      | Unit Quantity | Unit of Measure | Unit Price   | Subgrant Budget Class | Type                 | Cost Estimate | Action |
| <b>*** Version 0 ***</b>    |                      |                                  |               |                 |              |                       |                      |               |        |
| <b>Work To Be Completed</b> |                      |                                  |               |                 |              |                       |                      |               |        |
| 1                           | <a href="#">9999</a> | Demolition of roadway            | 1             | LS              | \$ 5,762.60  | CONSTRUCTION          | Work To Be Completed | \$ 5,762.60   |        |
| 2                           | <a href="#">9999</a> | Culvert removal and installation | 1             | LS              | \$ 14,002.00 | CONSTRUCTION          | Work To Be Completed | \$ 14,002.00  |        |
| 3                           | <a href="#">9999</a> | Reinstall roadway                | 1             | LS              | \$ 12,614.80 |                       |                      | \$ 12,614.80  |        |

|              |                      |  |   |    |              |                  |                      |                                  |  |
|--------------|----------------------|--|---|----|--------------|------------------|----------------------|----------------------------------|--|
|              |                      |  |   |    |              |                  | Work To Be Completed |                                  |  |
| 4            | <a href="#">9999</a> | Remove & reinstall rip rap               | 1 | LS | \$ 15,147.00 | CONSTRUCTION     | Work To Be Completed | \$ 15,147.00                     |  |
| 5            | <a href="#">9999</a> | Remove and reinstall guardrail           | 1 | LS | \$ 333.00    |                  | Work To Be Completed | \$ 333.00                        |  |
| 6            | <a href="#">9999</a> | Debris Removal                           | 1 | LS | \$ 385.12    | OTHER            | Work To Be Completed | \$ 385.12                        |  |
| <b>Other</b> |                      |  |   |    |              |                  |                      |                                  |  |
| 7            | <a href="#">9901</a> | Direct Administrative Costs (Subgrantee) | 1 | LS | \$ 672.00    | INDIRECT CHARGES | Other                | \$ 672.00                        |  |
|              |                      |  |   |    |              |                  |                      | <b>Total Cost : \$ 48,916.52</b> |  |

| Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901 |      |                             |               |                 |            |                       |      |                             |        |
|---|------|-----------------------------|---------------|-----------------|------------|-----------------------|------|-----------------------------|--------|
| Sequence  | Code | Material and/or Description | Unit Quantity | Unit of Measure | Unit Price | Subgrant Budget Class | Type | Cost Estimate               | Action |
|   |      |                             |               |                 |            |                       |      | <b>Total Cost : \$ 0.00</b> |        |

| Hazard Mitigation Proposal - 0909 |                      |                             |               |                 |            |                       |      |                                  |        |
|-----------------------------------|----------------------|-----------------------------|---------------|-----------------|------------|-----------------------|------|----------------------------------|--------|
| Sequence                          | Code                 | Material and/or Description | Unit Quantity | Unit of Measure | Unit Price | Subgrant Budget Class | Type | Cost Estimate                    | Action |
| <b>*** Version 0 ***</b>          |                      |                             |               |                 |            |                       |      |                                  |        |
| 1                                 | <a href="#">9999</a> | Shotcrete                   | 726           | SF              | \$ 8.10    | CONSTRUCTION          |      | \$ 5,880.60                      |        |
| 2                                 | <a href="#">9999</a> | Welded Wire Galvanized mesh | 7.26          | CSF             | \$ 167.00  | CONSTRUCTION          |      | \$ 1,212.42                      |        |
| 3                                 | <a href="#">9999</a> | Gabions                     | 14            | SY              | \$ 293.00  | CONSTRUCTION          |      | \$ 4,102.00                      |        |
|                                   |                      |                             |               |                 |            |                       |      | <b>Total Cost : \$ 11,195.02</b> |        |

|  |                     |
|--|---------------------|
| <b>Total Cost Estimate:</b>  | <b>\$ 60,111.54</b> |
| (Preferred Estimate Type + Insurance Adjustments + Hazard Mitigation Proposal) |                     |

| Comments        |            |                   |  |                              |   |                      |
|-----------------|------------|-------------------|--|------------------------------|---|----------------------|
| Attachments     |            |                   |  |                              |   |                      |
| User            | Date       | Document Type     | Description                            | Hard Copy File Reference     | File Name   | Action               |
| RANDALL BOSTRUM | 12-18-2015 | Calculation Sheet | Costworks estimate of costs for repair | Cost estimate from Costworks | Sablatura Park Culvert Unit costworks.pdf(19.71 kb) | <a href="#">View</a> |
| RANDALL BOSTRUM | 12-18-2015 | Calculation Sheet | Dimensions worksheet                   |                              | Sablatura Park DDD worksheet.pdf(56.70 kb)          | <a href="#">View</a> |
|                 |            |                   |  |                              |   | <a href="#">View</a> |

|                    |                |                        |                              |                       |                              |  |
|--------------------|----------------|------------------------|------------------------------|-----------------------|------------------------------|--|
| RANDALL<br>BOSTRUM | 01-07-<br>2016 | Mitigation<br>Proposal | Sablatura Park<br>Bridge HMP | Sablatura Park<br>HMP | NUE009C HMP.pdf(87.11<br>kb) |  |
|--------------------|----------------|------------------------|------------------------------|-----------------------|------------------------------|--|

Existing Insurance Information

| Insurance Type | Policy No.       | Bldg/Property Amount | Content Amount    | Insurance Amount  | Deductible Amount | Years Required |
|----------------|------------------|----------------------|-------------------|-------------------|-------------------|----------------|
| General        | KTLCMB8B23976214 | \$ 250,000,000.00    | \$ 250,000,000.00 | \$ 250,000,000.00 | \$ 100,000.00     | 0              |

Required Insurance Information

| Insurance Type | Policy No.           | Bldg/Property Amount | Content Amount | Insurance Amount | Deductible Amount | Years Required |
|----------------|----------------------|----------------------|----------------|------------------|-------------------|----------------|
| Flood          | Not Required This PW | \$ 0.00              | \$ 0.00        | \$ 0.00          | \$ 0.00           | 0              |

Comments

Steven A. Goodroad, Insurance Reviewer, 2-23-2016, PA-06-TX-4223-PW-01413(0), Nueces County: The flood damaged facility for this Sub Grant Application (PW) is a roadway culvert bridge. Nueces County has a commercial property insurance policy that includes coverage for flood at specific scheduled property locations. The roadway culvert bridge addressed in this PW is not a scheduled insured property. No insurance proceeds are anticipated. Roadway elements are not typically covered by insurance and are not insurable facilities as defined in FEMA Fact Sheet 9580.3. No requirement to obtain and maintain insurance for this facility is required or imposed. In the event any of the eligible PW costs are later found to be covered by insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec. 312., Duplication of Benefits. Steven A. Goodroad, Insurance Reviewer, 2-23-2016.

Attachments

Comments and Attachments

| Name of Section      | Comment | Attachment  |
|----------------------|---------|---|
| Preparer Information |         | <a href="#">NUECES COUNTY- Purchasing Policy and Procedures Manual (2).pdf</a> (01-22-2016) |
| Contact Information  |         | <a href="#">Personnel Policy Manual.pdf</a> (01-22-2016)                                    |
| Project Description  | CCC     |   |
| Damage Facilities    |         | <a href="#">downstream cracking 1.pdf</a> (12-18-2015)                                      |
|                      |         | <a href="#">Culvert DS left.pdf</a> (12-18-2015)  |
|                      |         | <a href="#">culverts dwonstream left &amp; middle.pdf</a> (12-                              |

## Comments and Attachments

18-2015)

[downstream  
cracking 2.pdf](#)  
(12-18-2015)

[downstream  
cracking 3.pdf](#)  
(12-18-2015)

[Downstream  
cracks 2.pdf](#) (12-  
18-2015)

[Road settling at  
culverts.pdf](#) (12-  
18-2015)

[Sablatura Park  
road bed 1.pdf](#)  
(12-18-2015)

[Spawling.pdf](#)  
(12-18-2015)

[Upstream  
debris.pdf](#) (12-  
18-2015)

[Upstream  
headwall 1.pdf](#)  
(12-18-2015)

[Upstream  
siltation.pdf](#) (12-  
18-2015)

Mitigation

[Sablatura Park  
Culvert Unit HMP  
Costs.xls](#) (12-21-  
2015)

[Sablatura Park  
Culvert Unit  
costworks.pdf](#)  
(12-18-2015)

Cost Estimate

[Sablatura Park  
DDD  
worksheet.pdf](#)  
(12-18-2015)

[NUE009C  
HMP.pdf](#) (01-07-  
2016)

Insurance Information Steven A. Goodroad, Insurance Reviewer, 2-23-2016, PA-06-TX-4223-PW-01413(0), Nueces County: The flood damaged facility for this Sub

## Comments and Attachments

Grant Application (PW) is a roadway culvert bridge. Nueces County has a commercial property insurance policy that includes coverage for flood at specific scheduled property locations. The roadway culvert bridge addressed in this PW is not a scheduled insured property. No insurance proceeds are anticipated. Roadway elements are not typically covered by insurance and are not insurable facilities as defined in FEMA Fact Sheet 9580.3. No requirement to obtain and maintain insurance for this facility is required or imposed. In the event any of the eligible PW costs are later found to be covered by insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec. 312., Duplication of Benefits. Steven A. Goodroad, Insurance Reviewer, 2-23-2016.

|                                  |              |
|----------------------------------|--------------|
| Bundle Reference # (Amendment #) | Date Awarded |
| PA-06-TX-4223-PW-01413(1569)     | 04-05-2016   |

### Subgrant Application - FEMA Form 90-91

**Note:** The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY  
**PROJECT WORKSHEET**

|  |             |              |  |                         |
|--|-------------|--------------|--|-------------------------|
| DISASTER   | PROJECT NO. | PA ID NO.    | DATE                                     | CATEGORY                |
| FEMA   4223   -   DR   -TX   | NUE009C     | 355-99355-00 | 02-23-2016                               | C                       |
| APPLICANT: NUECES (COUNTY)   |             |              | WORK COMPLETE AS OF:<br>12-17-2015 : 0 % |                         |
| Site 1 of 1  |             |              |  |                         |
| DAMAGED FACILITY:<br>Nueces County Sablatura Park  |             |              | COUNTY: Nueces                           |                         |
| LOCATION:<br>PA-06-TX-4223-PW-01413(0):<br>The culvert bridge damaged by the events between May 4 to June 22, 2015 is located in the Nueces County Sablatura Park at Lat/Lon 27.797551 N, -97.820840 W to Lat/Lon 27.797407 N, -97.8820917 W.<br><br>Current Version:  |             |              | LATITUDE:<br>27.79755                    | LONGITUDE:<br>-97.82084 |
| DAMAGE DESCRIPTION AND DIMENSIONS:<br><br>PA-06-TX-4223-PW-01413(0):<br>DAMAGE DESCRIPTION & DIMENSIONS:<br>During the incident period May 4th thru June 22nd, 2015 due to severe storms, heavy rains, strong winds and flooding, Nueces County, Texas suffered the following damages to the Sablatura Park culvert bridge: water from an extensive area of farmlands flows to this point which exceeded the capacity of the drainage area and overtopped the culvert bridge at the park. Debris accumulated at the head end of the culverts which limited flow through the culverts. The prolonged accumulation of water at the low point of the area – the bridge – caused sinking of the concrete headwalls (upstream and downstream). Excessive floodwaters entered the cracks in the headwalls that developed and undermined the culverts and road base.<br>Sablatura Park's culvert bridge in Nueces County suffered erosion, undermining and sinking at Lat/Lon 27.797551 N, -97.820840 W to Lat/Lon 27.797407 N, -97.8820917 W. The damaged culvert bridge is 42' long by 21' wide x 6' high. The bridge consists of a dirt foundation 42' L x 21'W x 5' 6"H, a road base of compacted gravel 42'L x 21'W x .5', an asphalt finished surface of 42' x 21' x .167'. The bridge has 3 – 36" x 24' CIP concrete culverts, rip rap of rubble concrete 2 - 36' 6" x 6' headwalls and 4 - 12' x 6' wing walls at both the upstream and downstream locations. The protective guardrails on both sides of the roadway have been undermined due to erosion in two areas. The guardrails will need to be replaced with the reconstruction work on the bridge. The guardrails are 2 – 42' long steel pipe guardrails with 12 posts.<br>The roadway damages include depression, holes and alligator cracking of the roadway above the culvert areas of the bridge these cracked areas are 3' W x 21'L. The culverts exhibit signs of sinking at both upstream and downstream headwalls with cracks of 4" in width along the entire length of the headwalls in the rubble concrete rip rap walls. The culverts have separated at the downstream joints by 1" -2" and have sank 2". Water flow has eroded portions of the culvert base and the fill material above the culverts below the roadway. Debris has accumulated at the upstream headwall which is both vegetative and siltation in nature. The vegetative debris measures 20' L x 5' W x 5' H = 500CF divided by 27 CF/CY = 18.51 CY. Silt debris is 20' L x 20' x 2' = 800 CF divided by 27 CF/CY = 29.63 CY. |             |              |  |                         |

Note the park was established and dedicated in 1962.

Current Version:

**SCOPE OF WORK:**

PA-06-TX-4223-PW-01413(0):

**SCOPE OF WORK:**

**WORK COMPLETED:** No work has been completed at the time of writing of this PW.

**WORK TO BE COMPLETED:**

Nueces County intends to use force account labor and equipment to repair the damages on the culvert bridge. The Project Specialist has used RS means data to estimate the costs of this work. Rubble concrete rip rap was previously utilized at the bridge headwalls. It is recommended that rock rip rap be installed in place of the original rubble concrete rip rap material as the original material is not readily available, is equal in price and had failed in this application. The work will entail the following (please see CostWorks worksheet attached):

|   |                       |              |
|---|-----------------------|--------------|
| Remove & dispose of debris from upstream headwall |                       | \$ 385.12    |
| Demolition of roadway                             | 42' x 21' x 6'        | \$ 5,762.60  |
| Culvert remove and reinstall                      | 3 x 3' x 24'          | \$ 14,002.00 |
| Reinstall roadway                                 | 42' x 21' x 6'        | \$ 12,614.80 |
| Remove & reinstall rip rap                        | 81 SY                 | \$ 15,147.00 |
| Remove and reinstall guardrail                    | 42 LF rail & 12 posts | \$ 333.00    |

DAC The applicant has stated they incurred direct administrative costs however these costs were unavailable at the time of this writing. Using FEMA Reasonable DAC schedule, DAC is calculated at \$672.00 . \$ 672.00

Project Total \$48,244.52  
 DAC \$ 672.00  
 TOTAL: \$48,916.52

**Notes:**

Incidental Debris Removal is required at culvert bridge to permit access and reduce potential damage during construction

DAC: The sub grantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related to administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other sub grantee activities and are not included in any approved indirect cost rates.

-- HAZARD MITIGATION PROPOSAL: Hazard Mitigation measures has been discussed with the applicant and a Hazard Mitigation Proposal (HMP) is included in this project worksheet. SEE ATTACHED HMP.

-- PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

**Road**

-- RECORD RETENTION: As described in 2 CFR 200.33 Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- ENVIRONMENTAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Wendell Allen, Section Administrator, Texas Department of Emergency Management prior to starting work.

-- For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

-- Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

-- INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Sub-grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on: Actual or Recent Contract costs

-- AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

-- 75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015.

Current Version:

|   |  |
|---|--|
| Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No | Special Considerations included? <input type="checkbox"/> Yes <input type="checkbox"/> No              |
| Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No                                   | Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No |

**PROJECT COST**

| ITEM                             | CODE | NARRATIVE                                | QUANTITY/UNIT            | UNIT PRICE        | COST         |
|----------------------------------|------|--|--------------------------|-------------------|--------------|
|                                  |      | *** Version 0 ***                        |                          |                   |              |
|                                  |      | Work To Be Completed                     |                          |                   |              |
| 1                                | 9999 | Demolition of roadway                    | 1/LS                     | \$ 5,762.60       | \$ 5,762.60  |
| 2                                | 9999 | Culvert removal and installation         | 1/LS                     | \$ 14,002.00      | \$ 14,002.00 |
| 3                                | 9999 | Reinstall roadway                        | 1/LS                     | \$ 12,614.80      | \$ 12,614.80 |
| 4                                | 9999 | Remove & reinstall rip rap               | 1/LS                     | \$ 15,147.00      | \$ 15,147.00 |
| 5                                | 9999 | Remove and reinstall guardrail           | 1/LS                     | \$ 333.00         | \$ 333.00    |
| 6                                | 9999 | Debris Removal                           | 1/LS                     | \$ 385.12         | \$ 385.12    |
|                                  |      | Other                                    |                          |                   |              |
| 7                                | 9901 | Direct Administrative Costs (Subgrantee) | 1/LS                     | \$ 672.00         | \$ 672.00    |
| 8                                | 0909 | Hazard Mitigation Proposal               | 1/LS                     | \$ 11,195.02      | \$ 11,195.02 |
|                                  |      |  |                          | <b>TOTAL COST</b> | \$ 60,111.54 |
| PREPARED BY RANDALL BOSTRUM      |      |  | TITLE Project Specialist | SIGNATURE         |              |
| APPLICANT REP. Samuel L Neal Jr. |      |  | TITLE County Judge       | SIGNATURE         |              |

**NUECES (COUNTY) : PA-06-TX-4223-PW-01413**

**Conditions Information**

| Review Name  | Condition Type | Condition Name        | Description   | Monitored | Status   |
|--------------|----------------|-----------------------|---|-----------|----------|
| Final Review | Other (EHP)    | Standard Condition #1 | Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.   | No        | Approved |
| Final Review | Other (EHP)    | Standard Condition #3 | If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA. | No        | Approved |



| <b>NUECES (COUNTY) : PA-06-TX-4223-PW-01413</b> |                             |                         |   |    |             |
|---|-----------------------------|-------------------------|---|----|-------------|
| <b>Conditions Information</b>                   |                             |                         |   |    |             |
| Final Review                                    | Other (EHP)                 | Standard Condition #2   | This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.  | No | Approved    |
| EHP Review                                      | Other (EHP)                 | Standard Condition #3   | If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.   | No | Recommended |
| EHP Review                                      | Other (EHP)                 | Standard Condition #2   | This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.  | No | Recommended |
| EHP Review                                      | Other (EHP)                 | Standard Condition #1   | Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.   | No | Recommended |
| Insurance Review                                | Conditions (Grant Specific) | Duplication of Benefits | Steven A. Goodroad, Insurance Reviewer, 2-23-2016, PA-06-TX-4223-PW-01413(0), Nueces County: The flood damaged facility for this Sub Grant Application (PW) is a roadway culvert bridge. Nueces County has a commercial property insurance policy that includes coverage for flood at specific scheduled property locations. The roadway culvert bridge addressed in this PW is not a scheduled insured property. No insurance proceeds are anticipated. Roadway elements are not typically covered by insurance and are not insurable facilities as defined in FEMA Fact Sheet 9580.3. No requirement to obtain and maintain insurance for this facility is required or imposed. In the event any of the eligible PW | No | Recommended |

| NUECES (COUNTY) : PA-06-TX-4223-PW-01413 |  |  |  |  |
|--|--|--|--|--|
| Conditions Information                   |  |  |  |  |
|  |  |  | costs are later found to be covered by insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec. 312., Duplication of Benefits. Steven A. Goodroad, Insurance Reviewer, 2-23-2016. |  |

| Internal Comments |                              |                |                               |  |
|-------------------|------------------------------|----------------|-------------------------------|--|
| No.               | Queue                        | User           | Date/Time                     | Reviewer Comments  |
| 8                 | Award Review                 | RENFRO GARY    | 04-05-2016<br>12:52 PM<br>GMT | Obligating 45 PWs for DR4223 April Spend Plan  |
| 7                 | <a href="#">Final Review</a> | RENFRO GARY    | 03-26-2016<br>08:28 PM<br>GMT | I agree with the reviews, ready to obligate. gary renfro 3/26/16   |
| 6                 | EHP Review                   | FAIRLEY DONALD | 03-02-2016<br>09:23 PM<br>GMT | <p>Nueces County, Texas, Category C, 0% Complete, Sablatura Park Culvert Bridge, GPS: 27.797551, -97.820840 to 27.797407, -97.8820917.</p> <p>WORK TO BE COMPLETED:<br/>Nueces County intends to repair the damages on the culvert bridge. Rubble concrete rip rap was previously utilized at the bridge headwalls. It is recommended that rock rip rap be installed in place of the original rubble concrete rip rap material.</p> <p>Remove &amp; dispose of debris from upstream headwall:<br/> Demolition of roadway           42' x 21' x 6'<br/> Culvert remove and reinstall     3 x 3' x 24'<br/> Reinstall roadway                 42' x 21' x 6'<br/> Remove &amp; reinstall rip rap         81 SY<br/> Remove and reinstall guardrail    42 LF rail &amp; 12 posts</p> <p>Incidental Debris Removal is required at culvert bridge to permit access and reduce potential damage during construction. The cracking and settling of the rubble concrete headwalls are to be replaced with rock rip rap which is the same price per RS Means. The space between the rip rap should be filled by placing galvanized mesh, the rip rap rocks and then shotcrete between the spaces of the rip rap. The fast flowing water undermined the apron and supports at both headwalls which can be reduced by placing gabions along the upstream streambed. The dimensions of the HMP recommended are as follows: Shotcrete and place a galvanized wire mesh in an area as follows: 2 headwalls x 36.5' x 6' = 438 sf 4 wingwalls x 12' x 6' = 288 sf = 726 sf = 7.62 CSF Mesh = 7.26 CSF. Shotcrete = 726 SF. Gabion weir = 3' x 3' x 42' = 14 Sq. Yds.</p> <p>This project has been determined to be Categorical Excluded from the need to prepare either an Environmental Impact</p> |

| Internal Comments |                                   |                 |                               |  |
|-------------------|-----------------------------------|-----------------|-------------------------------|--|
| No.               | Queue                             | User            | Date/Time                     | Reviewer Comments  |
|                   |                                   |                 |                               | <p>Statement or Environmental Assessment in accordance with 44 CFR Part 10.8(d)(2)(xvi). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.</p> <p>- bchiasso - 03/02/2016 21:02:19 GMT</p> <p>A review of the National Wetland Inventory (NWI) online mapper, accessed on March 2, 2016, for the site indicates that the area is not located within nor does it affect a designated wetland. - bchiasso - 03/02/2016 20:57:34 GMT</p> <p>The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated July 22, 2015 - bchiasso - 03/02/2016 20:58:08 GMT</p> <p>The project is located within an "A" zone, area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel 485494 0250C, dated March 18, 1985. Initial Disaster Public Notice was published on July 20, 2015. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. - bchiasso - 03/01/2016 20:00:53 GMT</p> <p>The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, II.A.2.a., II.C.1.a., II.C.1.c., II.C.2.a. of FEMA's Programmatic Agreement (PA) dated September 11, 2014. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - dblack15 - 02/25/2016 20:45:07 GMT</p> |
| 5                 | <a href="#">Mitigation Review</a> | HARE VICTOR     | 02-24-2016<br>10:56 PM<br>GMT | 2-24-2016 Since the HMP cost / repair cost being protected = \$11,195.02 / \$48,244.52 = 23% < 100%, this HMP is cost effective per FEMA RP 9526.1, section VII.B.2 and Appendix A.A.5. V.Hare 406 Mit.  |
| 4                 | <a href="#">Mitigation Review</a> | HARE VICTOR     | 02-24-2016<br>10:41 PM<br>GMT | 2-24-2016 The HMP scope of work and cost in the Damage Facilities section does not match the HMP SOW and cost in the Mitigation section. Also, there is no reference to FEMA RP 9526.1 etc. V.Hare 406 Mit.  |
| 3                 | <a href="#">Mitigation Review</a> | HARE VICTOR     | 02-24-2016<br>09:38 PM<br>GMT | 2-24-2016 The HMP scope of work and cost in the Damage Facilities section does not match the HMP SOW and cost in the Mitigation section. Also, there is no reference to FEMA RP 9526.1 etc. V.Hare 406 Mit.  |
| 2                 | <a href="#">Insurance Review</a>  | GOODROAD STEVEN | 02-24-2016<br>02:52 PM<br>GMT | Steven A. Goodroad, Insurance Reviewer, 2-23-2016, PA-06-TX-4223-PW-01413(0), Nueces County: The flood damaged facility for this Sub Grant Application (PW) is a roadway culvert bridge. Nueces County has a commercial property insurance policy that includes coverage for flood at specific scheduled property locations. The roadway culvert bridge addressed in this PW is not a scheduled insured property. No insurance proceeds are anticipated. Roadway elements are not typically covered by insurance and are not insurable facilities as defined in FEMA Fact Sheet 9580.3. No requirement to obtain and maintain insurance for this facility is required or imposed. In the event any of the eligible PW costs are later found to be covered by insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-  |

| Internal Comments |                                |              |                               |   |
|-------------------|--------------------------------|--------------|-------------------------------|---|
| No.               | Queue                          | User         | Date/Time                     | Reviewer Comments   |
|                   |                                |              |                               | Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec. 312., Duplication of Benefits. Steven A. Goodroad, Insurance Reviewer, 2-23-2016. |
| 1                 | <a href="#">Initial Review</a> | BRANCH DAVID | 02-23-2016<br>02:26 PM<br>GMT | This is PW has been reviewed by PACL, CPC Desktop and State Representative and appears to be eligible. David Branch, 2/23/2016  |

[Go Back](#)

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
  2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

**G. Restrictions and General Conditions.**

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.



10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

#### H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for purchases over \$3000.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring**. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

**K. Retention and Accessibility of Records.**

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §\_\_42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

**L. Changes, Amendments, Suspension or Termination**

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
  - a. The reason(s) for such termination;
  - b. The effective date of such termination; and
  - c. In the case of partial termination, the portion of this Grant to be terminated.
  - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M. Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

## EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

## EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

## Exhibit C

### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.



## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## EXHIBIT E

### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## EXHIBIT F

### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

## EXHIBIT G

### Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.  
OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.