

EXHIBIT A
PERFORMANCE STATEMENT
COUNTY OF BROOKS

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

The elevated water storage serving households in the colonia of Encino, located in Brooks County, is aged and deteriorated, resulting in noncompliance with Texas Commission on Environmental Quality (TCEQ) regulations. Additionally, households in the colonia of La Parrita, also located in Brooks County, do not have public water service, resulting in residents hauling water in on a daily basis.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting LMI persons with at least 51% of the beneficiaries qualifying as LMI.

ACTIVITIES

Water Improvements Contractor shall rehabilitate the elevated water storage tank serving households in the colonia of Encino to bring the water system into compliance with TCEQ regulations. Contractor shall rehabilitate the elevated water storage tank and all associated appurtenances. Residents will be served by the Falfurrias Utility Board. Construction shall take place southeast of the intersection of US Highway 281 and CR 305.

These activities shall benefit two hundred twenty-four (224) persons, of which one hundred eighty-eight (188) or eighty-four percent (84%) are of low- to moderate-income.

Water Improvements Contractor shall provide first-time water access to households in the colonia of La Parrita. Contractor shall install three thousand five hundred linear feet (3,500 l.f.) of six-inch (6") water line, three (3) hydrants, pavement repair, and all associated appurtenances. Residents will be served by the Falfurrias Utility Board. Construction shall take place on FM 2191, from CR 229 to approximately three thousand five hundred linear feet (3,500 l.f.) to the east.

These activities shall benefit eleven (11) persons, of which eleven (11) or one hundred percent (100%) are of low- to moderate-income.

Rehabilitation: Single-Unit Water Service Contractor shall provide first-time water service to six (6) households in the colonia of La Parrita. Contractor shall install six (6) water yard service lines and all associated appurtenances. TxCDBG funds shall not fund a yard service on private property to a household that does not qualify as LMI. Residents will be served by the Falfurrias Utility Board. Construction shall take place on FM 2191, from CR 229 to approximately three thousand five hundred linear feet (3,500 l.f.) to the east.

These activities shall benefit eleven (11) persons, of which eleven (11) or one hundred percent (100%) are of low- to moderate-income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B
BUDGET
COUNTY OF BROOKS

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W Water Improvements - Total	\$443,400	\$25,000	\$468,400
Water Improvements-Construction	\$384,400	\$25,000 ¹	\$409,400
Water Improvements-Engineering	\$59,000	\$0	\$59,000
14A Rehab: Single-Unit Water Service - Total	\$16,600	\$0	\$16,600
Rehab: Single-Unit Water Service-Construction	\$15,600	\$0	\$15,600
Rehab: Single-Unit Water Service-Engineering	\$1,000	\$0	\$1,000
21A General Program Administration - Total	\$40,000	\$0	\$40,000
TOTALS	\$500,000	\$25,000	\$525,000

Source of Other Funds:

1 – Falfurrias Utility Board, General Fund

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE
COUNTY OF BROOKS

CONTRACT START DATE
November 24, 2014

CONTRACT END DATE
November 23, 2016

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	1/24/2015
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	3/24/2015
Plans and Specifications Completed	Month 6	5/24/2015
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	5/24/2015
Environmental Review Completed	Month 6	5/24/2015
Clearance of Pre-Construction Special Conditions	Month 8	7/24/2015
Wage Rate 10-Day Confirmation	Month 8	7/24/2015
Construction Contract Awarded & Executed	Month 9	8/24/2015
Construction - 50% TxCDBG project complete	Month 14	1/24/2016
Construction - 75% TxCDBG project complete	Month 17	4/24/2016
Construction - 90% TxCDBG project complete	Month 19	6/24/2016
Construction & Final Inspections Completed	Month 20	7/24/2016
End Date of Contract	Month 24	11/23/2016
Close-out documents submitted to Department (60 days after End Date)	Month 26	1/22/2017

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D
COMMUNITY DEVELOPMENT FUND
SPECIAL CONDITIONS
COUNTY OF BROOKS

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to the Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department shall terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Prior to bidding construction for a project that includes first-time water or sewer service connections, the contractor must submit to the Department a list of households that have committed to connecting to the project. The list must be signed by the chief elected official and must identify all LMI households eligible for TxCDBG funded yard lines. The commitment from the household must be maintained in the local files and must be binding in nature, e.g., the system's standard request for service and payment of a nonrefundable deposit.
4. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright

a. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show the Contractor's

name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.