

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 55220004050
FY 2022 U.S. DEPARTMENT OF ENERGY BIPARTISAN INFRASTRUCTURE LAW
WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

Awarding Federal Agency: United States Department of Energy
TDHCA Federal Award Number: EE-0010018
Award Year (Year of Award from DOE to TDHCA): 2022
Unique Entity Identifier Number: ENS6MKS1ZL18

This Amendment No. 2 to FY 2022 U. S. Department of Energy ("DOE") Bipartisan Infrastructure Law ("BIL") Weatherization Assistance Program Contract Number 55220004050 by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and City of Fort Worth, a political subdivision of the State of Texas ("Subrecipient") hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed FY 2022 U. S. Department of Energy ("DOE") Bipartisan Infrastructure Law ("BIL") Weatherization Assistance Program Contract Number **55220004050** and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subsection A of SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS, of this Contract is hereby amended as follows:

In consideration of Subrecipient's satisfactory performance of this Contract, Department must reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in an amount up to **\$2,201,549.00** as specified in the "Budget and Performance Statement," attached hereto as Exhibit A and the terms of this Contract.
2. Exhibit A. Budget and Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.
3. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.
4. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

5. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
6. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
7. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
8. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
9. This Amendment shall be effective and memorializes an effective date of [January 01, 2024](#).

WITNESS OUR HAND EFFECTIVE: January 01, 2024

SUBRECIPIENT:

City of Fort Worth
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

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EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

City of Fort Worth
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 1,851,549.00</u>	DOE WAP FUNDS CURRENTLY AVAILABLE
<u>\$ 350,000.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 1,851,549.00</u>	TOTAL ANTICIPATED DOE WAP FUNDS
<u>\$ 350,000.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via written amendment(s). Funds shall be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	FUNDS
Administration	\$ 189,553.00
Liability / Pollution Occurrence Insurance	\$ 19,902.00
Fiscal Audit	\$ 5,000.00
Materials / Program Support / Labor	\$ 1,391,530.00
Health and Safety	\$ 245,564.00
SUB-TOTAL	\$ 1,851,549.00
Training and Technical Assistance	\$ 350,000.00
TOTAL	\$ 2,201,549.00

FOOTNOTES TO BUDGET

- Denotes that the Subrecipient must request in writing any amendment needed to a budget category before TDHCA will make any amendments. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit, Training and Technical Assistance and/or the Health and Safety categories.
- Denotes maximum dollar amount permitted for administration based on **8.61%** of the total allowable expenditures.
- Denotes maximum \$10,000 for liability insurance and the remaining balance for pollution occurrence insurance.
- Denotes the maximum allowed for Health and Safety expenditures.
- DOE BIL WAP funding may not be leveraged with DOE Annual grant funding.

Work orders must be submitted to weatherization contractors no later than June 30, 2025 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than June 30, 2025.

Grantees are advised that any weatherization work must be completed and inspected, and all necessary monitoring and follow-up activities must be completed, by the performance period end date of the contract. If costs are incurred after the performance period, these costs must be covered by another funding source. The following exception is minimal administrative costs that may be incurred within 45 days after the performance period end date for closeout and final reporting.

These costs shall be reported on the final report described in Section 11 of this Contract.

Subrecipient shall provide WAP activities sufficient to expend the Contract funds during the Contract Term. WAP costs per Dwelling Unit (materials, labor, and program support), excluding health and safety expenses, EFFECTIVE January 1, 2024, shall not exceed \$8,250 total cost per Dwelling Unit without prior written approval from the Department. The cumulative total cost per Dwelling Unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

Subrecipient has a federally approved indirect cost rate of **0.00%** .