

**RESOLUTION NO. 032 (2025/2026)****A RESOLUTION APPROVING CONTRACT WITH ENVIRONET FOR  
PROFESSIONAL ENVIRONMENTAL SERVICES LEAD BASED PAINT  
INSPECTIONS AND ASBESTOS INSPECTIONS**

WHEREAS, the City of Nevada ("City") desires to enter into a contract with EnviroNET, Inc. (EnviroNET) to fulfill environmental and revitalization objectives for downtown community facades in Nevada, Iowa; and

WHEREAS, the City is in the midst of a Community Development Block Grant Downtown Façade Project; and

WHEREAS, EnviroNET, as Consultant, is a licensed professional environmental engineering consulting firm certified to perform professional services; and

WHEREAS, the Nevada City Council believes it is the best interest of the City to enter into the Contract for Professional Environmental Services with EnviroNET and pay the compensation and payment as outlined in Exhibit A; and

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Nevada, Iowa, hereby:

- Approves the Contract for Professional Environmental Services with EnviroNET and pay the compensation and payment per the attached Exhibit A.
- Authorizes the Mayor and/or City Clerk to sign the Contract and any other documents necessary to continue the license as long as necessary on behalf of the City.

Passed and approved this 8th day of December, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Moved by Council Member \_\_\_, seconded by Council Member \_\_\_, that Resolution No. 032 (2025/2026) be adopted.

AYES:           \_\_\_  
NAYS:           \_\_\_  
ABSENT:        \_\_\_

The Mayor declared Resolution No. 032 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 032 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of December, 2025.

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City Clerk

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**EnviroNET, Inc.**  
**Professional Environmental Services**  
**1225 East River Drive #101**  
**Davenport, IA 52803-5752**

**WOSB & SBA Certified; Iowa TSB Certified**  
Phone: 563-323-2262  
[www.environetmidwest.com](http://www.environetmidwest.com)

November 19, 2025

Transmitted via email

City of Nevada  
c/o Mid-Iowa Planning Alliance for Community Development  
939 Office Park Road, Suite 306  
West Des Moines, IA 50265

**ATTN:** **ZHI CHEN, AICP, SENIOR PLANNER** [zchen@mid-iowa-planning.org](mailto:zchen@mid-iowa-planning.org)  
**JORDAN COOK, CITY OF NEVADA, IA** [jcook@cityofnevada-iowa.org](mailto:jcook@cityofnevada-iowa.org)

**SUBJECT: CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES**  
**LEAD BASED PAINT INSPECTIONS**  
**ASBESTOS INSPECTIONS**  
**6<sup>th</sup> STREET AND K AVENUE, NEVADA, IOWA 50201**

EnviroNET, Inc. (EnviroNET or Consultant) is pleased to provide this Contract for Professional Environmental Services to improve community facades in Nevada, Iowa, as provided in the Request for Proposal (RFP) dated August 22 with subsequent clarification and addenda. We look forward to working with the City of Nevada (CLIENT) and the Architect to fulfill environmental and revitalization objectives for downtown Nevada. One copy of the fully executed contract, when provided to EnviroNET, will serve as authorization to proceed with the scope of services identified below.

State of Iowa Economic Development Authority has granted and renewed several times the status of Iowa Targeted Small Business (TSB) to EnviroNET, which was incorporated in Iowa in 1999 as a woman-owned business. EnviroNET qualifies as a TSB with credibility, integrity, and qualifications to serve as a steward to optimize opportunities for improvements for public-private partnerships and utilization of CDBG funds.

EnviroNET, as Consultant, is a licensed professional environmental engineering consulting firm certified to perform professional services on behalf of the City of Nevada, Mid-Iowa Planning Alliance for Community Development, and the State of Iowa. Our inspection reports are routinely utilized to develop a scope of work for hazard abatement. We also develop engineering plans and specifications, as may be indicated, for licensed contractors to perform remediation and abatement services.

#### **PROJECT UNDERSTANDING AND BASIC SERVICES**

Consultant will provide labor and equipment necessary to complete lead-based paint (LBP) and Asbestos Containing Material (ACM) inspections of eight individual structural facades as included in the Nevada

Façade Improvement program RFP, with the CLIENT providing access to facilities including elevations not accessible by existing stairs or existing safe and reasonable means.

Consultant understands each façade listed below will require a separate LBP and ACM inspection report, and thirty days is allotted for completion of this task. We also understand an unaffiliated licensed and qualified hazard abatement contractor will be hired separately by the CLIENT to remove hazards for each façade addresses:

- 1122 6<sup>th</sup> St.,
- 1110 6<sup>th</sup> St.,
- 1104 6<sup>th</sup> St.,
- 1038 6<sup>th</sup> St.,
- 1032 6<sup>th</sup> St.,
- 1028 6<sup>th</sup> St.,
- 532 K Ave., and
- 526 K Ave.

#### **Service 1: Lead-based paint (LBP) inspection**

EnviroNET will utilize accredited lead inspectors to complete an inspection of the property limited to interior and exterior of facades as called out in the RFP, architectural drawings and development plans. EnviroNET will identify the occurrence and concentration of regulated lead-based paint. Assessment will include quantitative sampling using XRF instrumentation together with the collection of paint chips and/or dust wipes if indicated. Exterior and interior inspection will include painted, shellacked, and varnished surfaces and a determination of condition and options to mitigate exposure to hazardous LBP.

LBP inspection protocols will follow HUD guidance specific to testing and reporting, components of windows, doors, walls, stairs, ceilings, floors, siding, soffits, fascia, downspouts, and other architectural elements. Soil will not be tested based. With this regard, Consultant's LBP inspection reports will not be comprehensive as required for occupied, regulated child-inhabited facilities but will identify locations and conditions of LBP in accessible locations using HUD protocols in advance of renovation work for residential use. Reports by EnviroNET will include the elements required by US Department of Housing and Urban Development Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing, 2012 Revision, Chapter 7.

We understand that hazard abatement and façade improvements will take place as governed under EPA's Renovation, Repair, and Painting Rule (RRP) following inspections. Renovation work will be completed by a "Contractor" and EnviroNET is not the contractor. See Service 3 below for closure sampling and closure report responsibilities of Consultant.

For the LBP report, if access is not granted to targeted locations including access to test exterior elements of the facades, reports will be written with limitations specific to the areas not accessed or not tested.

#### **Service 2: Asbestos Inspection**

Utilize accredited asbestos building inspectors to collect samples of suspect ACM from the property facades indoors and out for areas included in RFP as clarified and described above. Destructive sampling



methods will be utilized to collect plaster, glazing, caulk, drywall, and other suspect ACM. Analysis will be completed by an accredited laboratory using polarized light microscopy (PLM) to determine if suspect material contains more than 1% asbestos.

The ACM inspection will be performed consistent with federal statutes, specifically the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). Enviro**NET** will provide a report with description and photographs of site sampling activities, a laboratory analytical report, and estimations of ACM quantities and conditions for materials with regulated quantities of asbestos. We understand Consultant's inspection report will be utilized to obtain competitive quotes for hazard abatement.

For the ACM report, if access is not granted to targeted locations including access to test exterior elements of the facades, reports will be written with limitations specific to the areas not accessed or not tested.

### **Service 3: Lead-based paint (LBP) Clearance Inspection**

Consultant will return to re-test surfaces that tested positive for LBP to determine if the hazard for LBP has been removed. Horizontal surfaces will also be evaluated using dust wipes for clearance evaluation with comparison of results to State of Iowa and EPA thresholds for clearance. A closure/ clearance report will be provided with results as determined during Service 3.

In the event results of closure testing are not satisfactory, additional services will apply to remobilize and retest for satisfactory results.

### **SCHEDULE; TERMS AND CONDITIONS:**

1. Consultant will begin work on Services 1 and 2 at a mutually agreeable time and day. CLIENT is responsible to coordinate and provide access on that given day during normal business hours for each location to be tested.
2. Turn-around time on samples is approximately 4 business days, with report to follow 5-10 business days after results are received. Completion of Services 1 and 2 will be completed within 30 calendar days following Notice to Proceed. The stipulated timeline does not include holidays such as Thanksgiving, Christmas Eve, Christmas Day or New Years' Day.
3. Completion of Service 3 is dependent on completion of contractor tasks unaffiliated with Consultant's contract; therefore, mobilization for clearance testing will be scheduled with three weeks' notice by CLIENT that hazard abatement services are underway and slated for completion by a targeted date.
4. Consultant is not responsible to evaluate latent or hidden materials, or for inspecting materials not accessible during initial mobilization for inspections.
5. Consultant will identify limitations to inspections, if any, in the written reports.

6. CLIENT is to provide lift equipment with operator, if necessary, to access painted surfaces and suspect ACM located on elevated exterior architectural features if not accessible using an 8 foot ladder and other available means.
7. CLIENT understands that limitations of the inspections, if any regarding interior or exterior surfaces, are not the responsibility of the Consultant.
8. The attached Terms and Conditions dated January 3, 2025 apply to this contract.
9. Attachment with CDBG required language is attached as it pertains to this project.

### **COMPENSATION AND PAYMENT**

1. For Basic Services 1 through 3 as listed above, EnviroNET shall be compensated **FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800)** on a lump sum basis for the inspections and reports.
2. Invoices will be provided monthly, and for purposes of billing, investigation work shall be considered 65 % of the contract value, with reports being 25%, and final closure inspection report at 10% of original contract amount.
3. Additional Services, if agreed to by Consultant and Client, shall be added as an addendum to this Contract.
4. Consultant is not responsible to issue or evaluate Bid Documents for hazard abatement services.
5. Consultant is not responsible to coordinate with or provide oversight for services of hazard abatement contractor(s).
6. Scheduling the site visit to complete the closure inspection shall be made with a minimum of 30 days' notice.
7. Payment to Consultant shall be made within 15 days of the date of invoice not be contingent on performance of abatement contractor(s) or reimbursement to CLIENT from local, state or federal authorities, firms, individuals, private or public funding sources.
8. Consultant is not responsible for performance by or payment to Contractor.
9. Consultant shall be compensated and additional \$1500.00 for each return mobilization required, including re-mobilization, if necessary following contractor's failure to meet clearance requirements during abatement services.

EnviroNET is a qualified and licensed woman owned business ready to work for you.

**ENVIRONET, INC.**



Molly E. Arp Newell, PG, CHMM  
President  
LIRA Licensed State of IA  
ACM Licensed Inspector State of IA

Client Contact Information: City of Nevada, Jordan Cook, Administrator  
515.382.5466  
[jcook@cityofnevadaiaowa.org](mailto:jcook@cityofnevadaiaowa.org)

Attachments:  
T&C EnviroNET dated Jan 3, 2025

CDGB contract language and full execution of contract documents on page \_\_\_\_.

## STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** EnviroNET's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and EnviroNET does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon EnviroNET.

2. **CHANGE OF SCOPE.** The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. EnviroNET will promptly provide Owner with a written amendment to this Agreement to recognize such change, which shall be deemed accepted if not objected to within 15 days of receipt by owner.

3. **WARRANTS FOR ADDITIONAL SERVICES.** EnviroNET's scope of services may include specific areas of Environmental compliance to be addressed; however, it does not imply to identify all violations and deficiencies, nor does it provide for total compliance with all regulatory deficiencies. Additional services for regulatory compliance with deficiencies or violations outside the specific scope of services set forth in the Agreement shall be by written amendment only, or considered in its entirety outside the project's scope of services.

4. **HAZARDOUS ENVIRONMENTAL CONDITIONS.** Unless expressly stated otherwise in the Scope of Services (or proposal text) of this Agreement, EnviroNET's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those are defined in pertinent federal, and local laws. If EnviroNET encounters a Hazardous Environmental Condition, it shall immediately notify Owner. EnviroNET shall suspend performance only as directed by Owner; except that EnviroNET may suspend performance of services to the extent necessary to protect potential bodily injury or property damage and comply with any applicable environmental or health or safety laws.

5. **SAFETY.** EnviroNET shall establish and maintain programs and procedures for the safety of its employees. EnviroNET shall also comply with specific owner-mandated safety programs and procedures governing the Project site. However, EnviroNET specifically disclaims any authority or responsibility for general job site safety or the safety of persons, other than EnviroNET's employees, or property.

6. **DELAYS.** If performance of EnviroNET's Services is delayed through no fault of EnviroNET, EnviroNET shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

7. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement for convenience upon 30 days written notice to the other party. Owner shall pay EnviroNET for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

EnviroNET may terminate this Agreement upon seven days written notice if: a) EnviroNET believes that EnviroNET is being requested by Owner to perform services contrary to law or EnviroNET's responsibilities as a licensed professional; or b) EnviroNET's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to EnviroNET's performance of Services; or c) Owner has failed to pay any amount due and owing to EnviroNET for a period of at least 60 days. EnviroNET shall have no liability to Owner on account of such termination.

8. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by EnviroNET is supplied for the general guidance of the Owner only. Since EnviroNET has no control over competitive bidding or market conditions, EnviroNET cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

9. **RELATIONSHIP TO CONTRACTORS.** EnviroNET shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. EnviroNET specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. EnviroNET neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

10. **CONSTRUCTION REVIEW.** For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Owner agrees to hold EnviroNET harmless from any claims resulting from performance of construction-related professional services by persons other than EnviroNET.

11. **INSURANCE.** EnviroNET will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and EnviroNET's business requirements. EnviroNET shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect EnviroNET's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include EnviroNET as an additional insured on Contractor's policies relating to the Project. EnviroNET's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

13. **INDEMNIFICATION.** EnviroNET shall indemnify and save harmless Owner from and against loss, liability, claims, and damages sustained by Owner due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of EnviroNET, its agents, or employees.

To the fullest extent permitted by law, Owner shall defend, indemnify and save harmless EnviroNET, its agents, employees, and representatives from and against loss, liability, claims, and damages (including reasonable attorneys' and consultants' fees) arising from or relating to the Project in any way, except to the extent that such loss, liability, claims or damages are caused by the willful misconduct or negligence of EnviroNET, its agents or employees. Owner also agrees to require its construction contractor, if any, to include EnviroNET as an: a) indemnitee under any indemnification obligation to Owner; and b) additional insured under its Commercial General Liability policy.

To the fullest extent permitted by law, EnviroNET shall indemnify, defend, and hold harmless EnviroNET, its employees, agents, and representatives, and EnviroNET's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of EnviroNET, its agents or employees.

14. **LIMITATIONS OF LIABILITY.** No owner, shareholder, principal, employee or agent of EnviroNET shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Owner agrees that, to the fullest extent permitted by law, EnviroNET's total aggregate liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, EnviroNET's negligence, errors, omissions, strict liability, or breach of contract, shall not exceed the contractual amount of the fee paid to EnviroNET by Owner.

In no event and under no circumstances shall EnviroNET be liable to Owner for consequential, incidental, indirect, special or punitive damages, contract damages, or damages to third party beneficiaries.

15. **OWNERSHIP AND REUSE OF PROJECT DOCUMENTS.** All documents and other deliverables, in all media, prepared by or on behalf of EnviroNET in connection with this Agreement are instruments of service, and EnviroNET shall hold the copyright to and all other ownership and property interests in such instruments of service. Owner shall not reuse any such documents or deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by EnviroNET for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to defend, indemnify, and hold harmless EnviroNET from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

16. **ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and/or sealed by EnviroNET. Files or information in electronic media are furnished by EnviroNET to Owner solely for convenience of Owner. If there is a discrepancy between electronic files and printed copies, the printed copies govern.

Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. EnviroNET will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

17. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties, except as provided in Paragraph 2.

18. **SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and EnviroNET.

The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of any third party, including Owner's construction contractors, if any.

20. **STATUTE OF LIMITATIONS.** To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

21. **DISPUTE RESOLUTION.** Owner and EnviroNET shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and EnviroNET agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and EnviroNET may agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. **CONTROLLING LAW.** This Agreement is governed by the laws of the state in which the Project is located.

23. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

25. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.



EnviroNET, as Consultant, understands that our firm is required to comply with applicable laws while performing professional services to minimize potential for subsequent litigation against the Grantee.

Addendums and notations provided below are brought forward from Iowa Economic Development templates, and pertain to this Contract.

1. **Addendum I:** Contract language has been developed to accomplish objective of the Grantee (CLIENT) with consideration of funding sources, applicable regulatory requirements and the safety of inspectors.
2. **Addendum II:** Regulations and citations applicable to this contract include:
  - a. HUD (LBP) 24CFR Part 35 Subpart R and HUD Guidelines for the Evaluation and Control of LBP Hazards in Housing Chapter 7, revision 2012.
  - b. RRP (LBP) EPA's Lead Renovation, Repair, and Painting Rule applies to Consultant limited to Clearance Testing and releasing the hazard Abatement Contractor from additional remediation work to meet CLIENT project objectives.
  - c. NESHAPs (ACM) 40CFR Part 61 Subpart M
  - d. OSHA (SAFETY) 29CFR Part 1910.1001 and 29CFR Part 1926.1101
3. **Addendum III:** Not Applicable
4. **Addendum IV:** Not Applicable
5. **Addendum V:** Not Applicable

Termination of contract may be requested by the CLIENT or by EnviroNET/Consultant with written notification delivered by certified mail to the designated point of contact identified in final contract. Causes for termination are limited to lack of performance, inability to perform, lack of payment for services given terms of payment as established, change of scope of work without mutual agreement between CLIENT and Consultant, or negligence.

Regarding the limited interval of time to complete project tasks, it is plausible but not anticipated that a delay of unforeseen circumstances could occur. Such an occurrence may require discussion and adjustment to project timeline. Reasonable causes for delay in contract services may include:

- unavoidable delay related to weather, or conditions for travel
- lack of accessibility to building interior or building exterior
- laboratory analytical ACM results not available after 4 days
- hidden or latent conditions not apparent or detectable prior to or during the initial inspection which require additional services or additional time to meet project objectives
- delay or miscalculation by the independent abatement contractor(s) regarding completion of hazard abatement services, thereby requiring more than one mobilization as described under Service 3.
- Unsafe or unforeseen working conditions that impede site inspection or site closure certification.

EnviroNET enters into this contract with full intension of meeting CLIENT expectations and contract terms. Extensions of time, if requested by EnviroNET, will not be unreasonably withheld and will be evaluated on the merits of the request.

The time frame required between the notice of termination and its effective date is five days after receipt, ending with an accounting of work completed to date and justification for final bill. The method used to compute the final payment(s) shall include time and materials accounting together with the percentage of task complete. Investigation field work shall

be considered 65 % of the contract value, with reports being 25%, and final closure inspection final 10%. Payment shall not be contingent on performance of abatement contractor(s).

Liquidated Damages / Time is of the essence in the performance of this Contract. EnviroNET acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the Project may result in substantial damages to the Owner, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs.

- The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty.
- Therefore, if Consultant fails to complete the work required under this Agreement/ contract by the completion date as calculated at time of full contract execution, specified in the contract including any extension thereof approved in writing by the Owner, liquidated damages shall be assessed at a rate of Twenty-Five Dollars (\$25.00) for each calendar day beyond the completion date that the work remains incomplete.
- These liquidated damages shall be deducted from any payments due or to become due to the Contractor, or, if such payments are insufficient, shall be immediately due and payable by the Consultant to the Owner upon demand.
- Nothing in this provision shall be construed to limit any other rights or remedies available to the Owner or Consultant under this Agreement, at law, or in equity.

Or Equal Clause Pursuant to federal procurement requirements applicable to CDBG-funded projects, no specification shall be written in such a manner as to unduly restrict competition. References to brand names or specific products are for descriptive purposes only. Products of equal or greater quality and performance will be accepted, subject to review and approval. EnviroNET shall not be limited to brand names specified, provided the proposed substitute meets or exceeds the required standards.

Wherever a specific brand name, make, or model is specified in the contract documents, it is intended to establish a standard of quality, function, and performance. Unless stated otherwise, the phrase 'or equal' shall be implied. EnviroNET may propose substitute products that are equal in quality, design, performance, and durability, subject to approval by the CLIENT.

## ADDENDUM II – STATE OF IOWA AND FEDERAL PROGRAM LANGUAGE

### ❖ **Access to Maintenance of Records**

The Consultant must maintain records, including supporting documentation, for the greater of three years after the contract State CDBG contract has been closed with HUD.

At any time during normal business hours and as frequently as is deemed necessary, the Consultant shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract.

### ❖ **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting** The Consultant must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

### ❖ **Certification regarding government-wide restriction on lobbying:**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- ii. 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, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification 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."

### ❖ **Clean Air and Water Acts: (for all contracts < \$100,000)** ○ Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)). ○ Section 508 of the Clean Water Act (33 U.S.C. 1368). ○ Executive Order 11738 (Providing administration of the Clean Air & Water Acts)

**Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.**

"During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The Consultant agrees to comply with all the requirements of Section 114 of the Clean Air



Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- (3) The Consultant agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The Consultant agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions."

❖ **Federal Executive Orders 11246 & 11375 (For all contracts < \$10,000)**

"During the performance of this contract, the Consultant agrees as follows:

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

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

(3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



(7) The Consultant will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

❖ **Federal Labor Standards (For all contracts < \$2,000)**

“During the execution of this agreement, the Consultant agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:”.

- Davis-Bacon and Related Acts, as amended; ○ Contract Work Hours and Safety Standard Act, as amended; ○ Copeland Anti-kickback Act, as amended;
- Fair Labor Standards Act, as amended.

(Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

❖ **Build America, Buy America Requirements**

“This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider’s scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

❖ **Section 3 requirements under 12 U.S.C. § 1701u**

- A. “The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The Consultant agrees to post copies of a notice advising workers of the Consultant’s commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Consultant agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The Consultant agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.

- F. The Consultant agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The Consultant agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The Consultant agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 75.
- J. The Consultant will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

Section 3 Business Concerns are encouraged to respond to this proposal.

A Section 3 Business Concern is one that satisfies one of the following requirements:

- 1. It is at least 51 percent owned and controlled by low- or very low-income persons;
- 2. Over 75 percent of the labor hours performed for the business over the prior three month period are performed by Section 3 Workers\*; or
- 3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2. The worker is employed by a Section 3 business concern; or
- 3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

#### ❖ **Recycled Materials**

"The Consultant agrees to comply with all the requirements of Code of Iowa chapter 8A.315317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- When appropriate, specifications shall include requirements for the use of recovered materials and products;
- The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"

#### ❖ **Federal Executive Orders 11063, as amended by Executive Order 12259**



“The Consultant agrees to comply with the provisions of **Executive Order 11063**, as amended by **Executive Order 12259**, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance.

The Consultant shall not discriminate against any person on the grounds of **race, color, religion, sex, or national origin** in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract.

The Consultant further agrees to:

- Include this provision in all subcontracts or agreements related to this federally assisted construction project;
- Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;
- Maintain and provide records as required to demonstrate compliance with applicable federal requirements.
- Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation.”

- ❖ **Section 109, Housing & Community Development Act of 1974 (42 USC 5309):** “The Consultant agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Consultant shall:

- Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;
- Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;
- Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;
- Maintain and furnish records as necessary to demonstrate compliance;”

- ❖ **Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d):**

“The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Consultant shall:

1. Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin.
2. Include this clause in every subcontract or purchase order involving the use of federal funds.
3. Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).
4. Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI.”

- ❖ **Title VIII of the Civil Rights Act of 1968 (aka ‘Fair Housing Act’):**

“The Consultant shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Consultant agrees to:

1. Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.

2. Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.
3. Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.
4. Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity.”

❖ **Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 USC 794):**

“The Consultant agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Consultant shall:

1. Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.
2. Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).
3. Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.
4. Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.
5. Include this provision in all applicable subcontracts and agreements.”

❖ **Age Discrimination Act of 1975 (42 USC 1601 et seq):**

“The Consultant agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Accordingly, the Consultant shall:

1. Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.
2. Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.
3. Include this clause in all subcontracts or agreements involving federal funds under this project.
4. Cooperate fully with any compliance review or investigation conducted pursuant to this Act.
5. Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act.”

❖ **Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213):**

“The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101–12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- Excluded from participation in,
- Denied the benefits of, or
- Subjected to discrimination in any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Consultant shall:

1. Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.



2. Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.
3. Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.
4. Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.
5. Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds.”

❖ **Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule) Applies to pre-1978 residential structures receiving CDBG or other HUD funding** Types of projects: ○ Rehabilitation ○ Acquisition ○ Leasing ○ Supportive housing ○ Tenant-based rental assistance and Hazard Abatement Contractors #2-#6.

“The contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. **Identify and evaluate lead-based paint hazards** in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;
2. **Control or eliminate lead-based paint hazards** through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;
3. **Ensure that all work involving lead-based paint** is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;
4. **Provide residents with proper notices** and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;
5. **Follow clearance procedures** after hazard control work, including proper testing by certified risk assessors or clearance technicians;
6. **Keep and submit records and reports** demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units.”

❖ **Iowa Civil Rights Act of 1965, Chapter 216**

“The Consultant agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on: Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Consultant shall:

1. Not discriminate in hiring, promotion, layoff, termination, or other employment practices;
2. Provide equal access to housing, services, and facilities without regard to protected characteristics;
3. Make reasonable accommodations for persons with disabilities;
4. Include this clause in all applicable subcontracts and agreements under this contract;
5. Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority.”

❖ **Iowa Code Section ss 19B.7**

The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Consultant shall:

1. Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed
2. Include this nondiscrimination provision in all subcontracts and procurement agreements;
3. Make good faith efforts to encourage the participation of minority-owned and womenowned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting; NOTE: The Consultant is a Woman-Owned Business Enterprise;
4. Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.

❖ **Sales and Use Taxes (for municipalities only)**

“Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.”

The undersigned acknowledges that these requirements are party to the contract / subcontract and the Contractor/Subcontractor agrees to adoption of all requirements upon execution of the agreement:

_____	_____
Consultant Signature	Date
_____	_____
Consultant Printed Name	Title
_____	_____
Owner/ CLIENT Signature	Date
_____	_____
Owner/CLIENT Printed Name	Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.