GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
AGENDA

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Mark Henry	Darrell Apffel	Joe Giusti	Hank Dugie	Robin Armstrong, MD
County Judge	Commissioner, Precinct 1	Commissioner, Precinct 2	Commissioner, Precinct 3	Commissioner, Precinct 4

Monday, November 10, 2025 **9:30 AM** **Galveston County Courthouse**

REGULAR MEETING

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

Call to Order

Invocation and Pledge of Allegiance

Public Comment

Consent Agenda

Submitted by the Auditor's Office:

***1.** Approval of the accounts payable checks dated 11/10/2025

***2.** Order for payroll ending 11/5/2025 bi-weekly # 23

***3.** Order for supplemental payroll period ending 11/5/2025 bi-weekly # 23

***4.** Early check release dated 10/27/2025 to GIA Insurance Agency check number AP00483702

***5.** Internal audit report for San Luis Toll Booth Close-Out

***6.** Internal audit report of the FY2025 Property Tax Refunds Review for period of 10/1/2024 - 9/30/2025 with response letter from Honorable Cheryl E. Johnson dated 10/28/2025

***7.** Fixed asset reclassification as needed for FY2025, submitted by Auditor's Office

***8.** Receive and file the restitution checklist from Odyssey submitted by Personal Bond/Collections

***9.** Receive and file Summary of Biweekly Personnel Movements pay period #22, October 09 - October 22, 2025, submitted by Human Resources

***10.** Consideration of approval to implement premiums for the County Court/Probate Judges, effective 01/01/2026, submitted by Human Resources

***11.** Consideration of approval of reappointment to the Galveston County Emergency Communication (911) District submitted by Commissioner, Precinct 2

***12.** Consideration of approval of a Resolution Asserting Galveston County's Exclusive Pilotage Authority and Opposing any Extraterritorial Rate-Setting or Regulatory Action by the Board of Pilot Commissioners for Harris County Ports submitted by Commissioner, Precinct 2

***13.** Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) to CCISD Transportation Department for use of the banquet hall and BBQ Shed at Walter Hall Park for their annual Professional Learning Day on Monday February 16, 2026, presented by the Parks & Cultural Services Department

***14.** Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) to Up the Street Club for use of the banquet hall at Walter Hall Park for their Fall Fundraising Event on Saturday January 17, 2026, presented by the Parks & Cultural Services Department

***15.** Consideration of authorization for the County Judge to sign the Texas General Land Office Application for State Land Lease, Coastal Lease for the Highway 3 Boat Ramp submitted by Parks

***16.** Consideration of authorization for County Judge to execute the contract with Brizo Construction, LLC for the construction of the Bayshore Boat Ramp submitted by Parks and Cultural Services

***17.** Consideration of approval of signature to update VAR of record with Lenel submitted by Information Technology

***18.** Consideration for authorization to dispose of salvage or surplus property submitted by the Purchasing Agent

***19.** Consideration of approval of FY 2026 Auto Crimes Task Force Interlocal Agreement with Brazoria County and authorize County Judge to sign agreement submitted by Auto Crimes Task Force

***20.** Consideration of approval of FY 2026 Auto Crimes Task Force Interlocal Agreement with the City of Galveston, and authorize County Judge to sign agreement submitted by Auto Crimes Task Force

***21.** Consideration of approval of FY 2026 Auto Crimes Task Force Interlocal Agreement with the City of La Marque and authorize County Judge to sign agreement submitted by Auto Crimes Task Force

***22.** Consideration of authorizing the County Engineer to issue a sand pit permit at 3925 Hwy 87, Port Bolivar, Texas 77650 to Sidney Bouse on behalf of John "JC" Bouse submitted by the County Engineer

***23.** Consideration of authorizing the County Engineer to issue a sand pit permit at 3899 Hwy 87, Port Bolivar, Texas 77650 to John "JC" Bouse submitted by the County Engineer

***24.** Consideration of authorizing the County Judge to execute a contract with Mc2 Civil, LLC for the Rollover Bay Park project submitted by the County Engineer

***25.** Consideration of approval to authorize the County Judge to sign GLO form for Appointment of Labor Standards Officer for CDBG Rounds 1 and 2.3 submitted by the County Engineer

***26.** Consideration of rescinding the approval of File 25-1429 for the October 13, 2025, meeting, authorizing the County Engineer to negotiate engineering contracts for the 2025 Road and Bridge and Drainage Bond projects submitted by Legal Services Manager

***27.** Consideration to rescind RFQ 25-050 Professional Services for Future Engineering Projects submitted by Legal Services Manager

***28.** Request for waiver or refund of penalty and interest due to clerical errors as recommended by Penalty & Interest Review Committee submitted by the Tax Assessor/Collector

***29.** Consideration of authorization for County Judge to sign Tri-Party Elevation Engineering Agreement regarding the property at 30 Lakeside Drive, Hitchcock, Texas under the Hazard Mitigation Grant Program No. 4332-0025-E104 from the Texas Division of Emergency Management as submitted by Professional Services

***30.** Consideration of authorization for County Judge to sign Tri-Party Elevation Engineering Agreement regarding the property at 1212 Ester Street, Kemah, Texas under the Hazard Mitigation Grant Program grant award No. 4332-0025-E115 from the Texas Division of Emergency Management as submitted by Professional Services

***31.** Consideration of authorization for County Judge to sign Data Use Agreement for the FY 2026 Senior Meal Grant award from the Houston-Galveston Area Council as submitted by Professional Services

***32.** Consideration of authorization for County Judge to sign Environmental Review form for the Community Development Block Grant-Mitigation grant application for Regional Mitigation Program (CDBG-MIT) to the Texas General Land Office as submitted by Professional Services

***33.** Consideration of authorization for County Judge to DR-4798 Hazard Mitigation Grant Program revised grant application documents for submission to the Texas Division of Emergency Management as submitted by Professional Services

***34.** Consideration of authorization for County Judge to sign Affidavit of Public Posting for the finalized Community Development Block Grant - Mitigation Program grant application submitted to the Texas General Land Office on February 28, 2025 as submitted by Professional Services

***35.** Consideration of approval of Second Amendment to Financial Assistance Program Contract RFP #24-009 with St. Vincent's House submitted by Professional Services

***36.** Consideration of approval for Second Amendment to Financial Assistance Program contract RFP #24-009 with M.I. Lewis submitted by Professional Services

***37.** Ratification of executed Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies (RESTORE) grant adjustment match commitment letter submitted to the Texas Commission on Environmental Quality as submitted by Professional Services

* Consideration of approval of the following budget amendments submitted by Professional Services:

***38.** 25-191-1110-A
Auditor- Request transfer from Various Cost Centers - Various Spend Categories to Various Cost Centers - Various Spend Categories to fund SBITAS reclassifications

***39.** 25-192-1110-B
Auditor- Request transfer from Various Cost Centers - Various Spend Categories to Various Cost Centers - Various Spend Categories to fund capital asset recon reclassifications

***40.** 25-193-1110-C
Auditor- Request transfer from within Beach Maintenance - Heavy Equipment to Vehicles to fund UTV reclassification

***41.** 25-194-1110-D
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff Corrections - Jail Healthcare Contract to fund healthcare services for the month of September 2025

***42.** 25-195-1110-E
General Government- Request transfer from General Fund - Budgeted Reserves to General Government - Other Contract Services to fund Mental Health Grant Program for Fiscal 2023 - 2025

***43.** 26-29-1110-A
Constable Precinct 4- Request transfer from General Fund - Budgeted Reserves to Constable Precinct #4 - Extraordinary Supplies to fund body armor replacements

***44.** 26-30-1110-B
Information Technology- Request transfer from within Information Technology - Various Spend Categories to Internet / Data Service to fund network consulting & supplies

***45.** 26-31-1110-C
Mosquito Control Department- Request transfer from General Fund - Budgeted Reserves to Mosquito Control - Machinery and Equipment to fund a four-post vehicle lift

***46.** 26-32-1110-D
Human Resources- Request transfer from General Fund - Budgeted Reserves to Human Resources - Other Contract Services to fund on-going Marketplace & Alliant monthly invoices

***47.** 26-33-1110-E
Constable Precinct 4- Request transfer from General Fund - Budgeted Reserves & Constable Precinct 4 - Auto Allowance to Fleet Management - Various Spend Categories to fund the purchase of a County vehicle

***48.** 26-34-1110-F
Engineering- Request transfer from General Fund - Budgeted Reserves to Flood by Engineering - Other Contract Services to fund the Dickinson Bayou: SH3 to FM 517 project

Action Agenda

Right of Way

49. Receive public comments on L4 Ranch replat

50. Consideration of approval with no conditions, approval with conditions or disapprove of L4 Ranch replat

51. Receive public comments on Highland Road Replat

52. Consideration of approval with no conditions, approval with conditions or disapprove of Highland Road replat

53. Receive public comments on Long's Subdivision Partial replat

54. Consideration of approval with no conditions, approval with conditions or disapprove of Long's Subdivision Partial Replat

55. Receive public comments on Hi Point Beach Addition Partial Replat No. 1

56. Consideration of approval with no conditions, approval with conditions or disapprove of Hi Point Beach Addition Partial Replat No. 1

Adjourn

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

Executive Sessions

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.

***

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Approval of the accounts payable checks dated 11/10/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/30/25 3:02 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Order for payroll ending 11/5/2025 bi-weekly # 23

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/30/25 2:54 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Order for supplemental payroll period ending 11/5/2025 bi-weekly # 23

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/30/25 2:54 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Early check release dated 10/27/2025 to GIA Insurance Agency check number AP00483702

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 7:50 am

Galveston County
Request for Early Release of Check

Why do you need the early release? Insurance renewal for flood, windstorm, commercial property and equipment breakdown.

Early Release Date Needed 10/27/2025 Check Amount $ 2,494,300.99

Vendor Name GIA Insurance Agency, LLC

Requested by (Employee) Veronica Van Horn (print name) 5562 (Ext.) Van Horn, Veronica Digitally signed by Van Horn, Veronica Date: 2025.10.27 08:35:03 -05'00' (signed)

Approved by (Department Head) Mark Henry (print name) 2244 (Ext.) (signed)

Department Name County Judge

Disposition [ ] Mail [X] Pickup

Approved by County Auditor (signed) 10/27/2025 (date)

Approved by County Judge (signed) 10/27/2025 (date)

** It is mandatory that you **HAND DELIVER** the request to the County Auditor for approval, then **HAND DELIVER** the request to the County Judge for approval to process the request. The form must have all original signatures; all blanks must be completed before request will be processed. You will also need backup documentation when making the request. (i.e., purchase order or affidavit, invoice copy, receipts, etc.) Please return the signed request to the Auditor's Office after approval by the County Judge. The release of funds will be from the County Treasurer's Office.

Check No: AP00483702 Check Date: 10/27/2025 Release Date: 10/27/2025

Find Payments - County Auditor Voucher Warrants Report

Settlement Run Number: SR-0000253
Payment Amount Equal To: 0
Payment Amount Greater Than: 0
Payment Amount Less Than: 0
Is Intercompany: No
Is Direct Intercompany: No

Payment Category	Payee / Payor	Transaction Date	Payment Type	Settlement Run	Transaction Reference	Payment Amount
Supplier Payment	GIA Insurance Agency, LLC	10/27/2025	Check	SR-0000253	483702	2,494,300.99
						2,494,300.99

GALVESTON COUNTY, TEXAS

Supplemental List of County Auditor's Approved Claims for Voucher Warrants Dated 10/27/2025

Approved Order to pay by Commissioners Court this day_____,_____.

Sergio Cruz
_____
Sergio Cruz, County Auditor

_____
Mark Henry, Galveston County Judge

_____
Darrell A. Apffel, Galveston County Commissioner, Pct 1

_____
Joe Giusti, Galveston County Commissioner, Pct 2

ATTEST:

_____
Hank Dugie, Galveston County Commissioner, Pct 3

_____
Dwight D. Sullivan, County Clerk

_____
Robin Armstrong, MD, Galveston County Commissioner, Pct 4

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*5.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Internal audit report for San Luis Toll Booth Close-Out

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 7:52 am

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

November 10, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Courts
722 Moody Avenue
Galveston, Texas 77550

Honorable Mark A. and Members of the Court:

Attached to be received and filed is the internal audit report for San Luis Toll Booth Close-Out.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Mark Garcia, Assistant Facilities Director

Attachment: San Luis Toll Booth Close-Out Audit Report

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

To: Mr. Mark Garcia
Assistant Facilities Director

From: Sergio Cruz SC
County Auditor

Date: October 23, 2025

Re: San Luis Toll Booth Close-Out Audit Report

Coupon Book and Punch Card Reimbursements

The San Luis Toll Booth ceased operations on May 21, 2025. All pre-purchased, unused coupons or punch cards would be refunded upon request. The unused coupons or punch cards had to be submitted to the Galveston County Information Technology (IT) Office. In addition, the requestor completed an 'Application for Toll Tickets/Punch Card Reimbursement' form and a PEID request form. Each reimbursement was verified through GIACT and processed to be paid via Ad Hoc through the Galveston County financial system, Workday. The cut-off date for requesting a reimbursement is August 31, 2025.

The Facilities Department sold each San Luis Toll Booth coupon book and punch card for $40.00. There are 24 coupons and punches total, valuing each individual unit $1.67. The customer would receive 4 coupons or punches for free.

There were 131 customers who requested reimbursements; individually totally 1,542 coupons and 2,086 punches. Galveston County issued $6,058.76 in refunds for the San Luis Toll Booth coupon book and punch card reimbursements.

Cash Count

A surprise cash count was conducted on May 12, 2025. The objectives of the cash count were to observe the close-out procedures and verify proper management of the collections. All collections and change funds were accounted for during the cash count.

We wish to kindly thank Mark Garcia and his staff for their cooperation and assistance.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*6.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Internal audit report of the FY2025 Property Tax Refunds Review for period of 10/1/2024 - 9/30/2025 with response letter from Honorable Cheryl E. Johnson dated 10/28/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 7:57 am

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

November 10, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Courts
722 Moody Avenue
Galveston, Texas 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the internal audit report of the FY2025 Property Tax Refunds Review that covered the period October 1, 2024 through September 30, 2025. Also attached is the response letter from Honorable Cheryl E. Johnson, dated October 28, 2025.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Honorable Cheryl E. Johnson, County Tax Assessor - Collector

Attachment: FY2025 Property Tax Refunds Internal Audit Report
Response Letter, Honorable Cheryl E. Johnson, County Tax Assessor - Collector

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

To: Honorable Cheryl E. Johnson
County Tax Assessor - Collector

From: Sergio Cruz SC
County Auditor

Date: October 27, 2025

Re: FY 2025 Property Tax Refunds Review

The Galveston County Auditor's Office is required by statute to review property tax refunds. Internal Audit reviews refunds on a quarterly basis after refunds have been issued. We performed testing on a judgmental sample of the refunds submitted.

Our testing included verifying the accuracy of the calculated refund amount as well as ensuring the refund is being issued to the correct payee at the proper payee address. The reviews performed by both the Tax Office and the Auditor's Office are critical to preventing/detecting fraud and minimizing incorrect payments to property owners. Since the review is not a detailed examination of all transactions, there is some risk that errors and fraud may not always be detected. The official retains the responsibility for the accuracy and completeness of the financial information.

During the fiscal period October 1, 2024 through September 30, 2025, our office reviewed refunds consisting of 8,278 checks totaling $12,061,508.28. There were 8,132 refunds totaling $12,143,386.14 issued in the prior year. Accordingly, there has been a 1.80% (146) increase in the number of refunds issued and a 0.67% ($81,877.86) decrease in the dollar amount of refunds issued.

Of the refunds reviewed by Internal Audit, no exceptions were found. The Tax Office staff continues to follow established processing procedures regarding property tax refunds.

We wish to kindly thank Honorable Cheryl Johnson and her staff for their cooperation and assistance.

Cheryl E. Johnson, PCC, CTOP
Galveston County Tax Assessor/Collector
722 Moody, Galveston, Texas 77550
cheryl.e.johnson@co.galveston.tx.us
1-409-766-2260

October 28, 2025

Mr. Sergio Cruz
Galveston County Auditor
722 Moody Avenue
Galveston, Texas 77550

Re: FY 2025 Property Tax Refunds Review

Dear Mr. Cruz:

I am in receipt of the above referenced audit reflecting that, once again, no exceptions were found with regard to property tax refunds and that established processes are being followed. This audit determination has been consistent for over 16 years reflecting an on-going effort by my Property Tax and Accounting teams to adhere to policies that ensure accountability in the County Tax Office.

Contributing to our successes is the assistance and high level of expertise provided by the team in the County Auditor's Office. Our partnership has resulted in improved accountability with property owners and government partners beneficiaries of our combined effort.

Please extend my appreciation to those on your team who assisted with this audit.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

cc: Tristan Belk, PCC, Chief Deputy Property Tax & Support Services
Kathleen Moreno, CTOP, Chief Deputy Business Services
Celeste McGilberry, Internal Auditor, Galveston County Auditor's Office
Lori McWhirter, Internal Auditor, Galveston County Auditor's Office

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Fixed asset reclassification as needed for FY2025, submitted by Auditor's Office

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 10:20 am

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000335

Company The County of Galveston
Plan Template Project LTD Budget : Desktop Refresh (3100) Budget
Plan Desktop Refresh (3100) Budget
Organizing Dimension Type
Amendment ID BAT-0000335
Amendment Date 01/01/2025
Description Close out old 3100 project budgets
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status Available
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Desktop Refresh (3100) Budget)	5310000:Administrative Supplies	159100 Information Technology	3100 County Capital Projects Fund	Extraordinary Supplies		Desktop Refresh (3100)	$0.00	$6,725.27	1	0.00	6,725.27	USD	Close out old 3100 project budgets	

Screenshot_14-10-2025_153259_wd5.myworkday.com.jpeg

File Name Screenshot_14-10-2025_153259_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/14/2025 03:34:35 PM
Comment

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/14/2025 03:34:35 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/14/2025 03:34:35 PM	10/15/2025	Austin Schumann	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/15/2025 07:30:23 AM	10/16/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/15/2025 10:26:23 AM		Rodolfo Gomez (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/15/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/15/2025 02:55:04 PM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/15/2025 03:31:40 PM	10/17/2025	Diana Huallpa Trevino (Budget Manager)	1	Diana Huallpa Trevino: Per Auditor's Office's request, this will be to close the project only.
Budget Amendment Event	Approval by Finance Executive	Approved	10/28/2025 10:01:15 AM	10/17/2025	Sergio Cruz (Finance Executive)	1	

Galveston - Budget vs Actual by Project

Project/Project Hierarchy	Desktop Refresh (3100)	**Book**	Modified Accrual
Period	FY2026 - YE September - Oct	**Plan Structure**	Project LTD Budget

10 items

Ledger Account	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	6,725.27	0.00	0.00	0.00	0.00	0.00	6,725.27	0.00%
5310000:Administrative Supplies	**6,725.27**	0.00	0.00	0.00	0.00	0.00	6,725.27	0.00%
Total Expenditures	**6,725.27**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**6,725.27**	**0.00%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	6,725.27	0.00	0.00	0.00	0.00	0.00	6,725.27	0.00%
Net Total (Revenue - Expense)	**(6,725.27)**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**(6,725.27)**	**0.00%**

From: Motogbe, Christie J
To: Monterrubio, Christian; Schumann, Austin
Cc: Pruitt, Kenna; Huallpa, Diana; Gomez, Rodolfo
Subject: RE: Fund 3100
Date: Tuesday, October 14, 2025 10:28:35 AM
Attachments: image001.png
image002.png
image003.jpg

That sounds great! Austin will initiate this. Thank you, Christian.

Sincerely,



From: Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Sent: Tuesday, October 14, 2025 10:27 AM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Cc: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Subject: Re: Fund 3100

Good morning Christie,

I think it would be most efficient for Austin to initiate the budget amendment since they have the account details and full context. Once they prepare it, we can review and approve accordingly.

Thanks so much!

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Tuesday, October 14, 2025 10:22 AM
To: Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Cc: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Subject: RE: Fund 3100

Thank you, Christian! I am including Kenna & Austin. Fund 3100 will need a budget amendment to reduce budgets that are not needed and are budgeted over fund balance.

Do you prefer it to be initiated by Austin or Professional Services?

Sincerely,



From: Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Sent: Tuesday, October 14, 2025 10:18 AM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: Fw: Fund 3100

Good morning Christie,

I hope you're doing well!

I wanted to follow up on an older email regarding Fund 3100. I believe this matter has likely been addressed, but I wanted to confirm to ensure everything has been properly resolved. Please let me know if any action is still needed from our office.

For reference, I've included the email chain below.

Thank you so much!



From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Wednesday, July 9, 2025 10:40 PM
To: Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Cc: Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>; Witmer, Misty <Misty.Witmer@galvestoncountytx.gov>; Lee, Taylor <Taylor.Lee@co.galveston.tx.us>
Subject: Fund 3100

Good afternoon, Diana,

Hope you're well. I would like to request a budget amendment to clean up fund 3100.

The fund balance as of 10/1/24 was $5,125,543.09, however, the current budget exceeds that amount by $2,338,950.89. This fund has a lot of old projects in it, for which the budgets need to be closed out.

We also found that encumbrances and transactions related to ledger account 5419000 are over budget. Most posted before project budgets were updated with Cognizant's help in late February. We are reviewing this to see what they are all for, and to where they should be reclassified. It looks like a significant amount of encumbrances will need to be varianced elsewhere, too.

Please let me know if you need anything from our office in order to move forward with a budget amendment.

In the meantime, we will work with Purchasing and Accounts Payable to ensure no more than $5,125,543.09 is paid from this fund in FY2025. I believe the only projects that should be active in the fund at this time are Jail Access Control Architect and Law Enforcement Records Management Software. To clarify, nothing at this time should be charged to ledger accounts 5419000 or 5481000.

Thank you.

Sincerely,

Christie Motogbe CPA

Acting First Assistant County Auditor

Galveston County Auditor's Office

722 Moody Ave, 4th Floor, Galveston, TX 77550

P: (409)770-5337

ChristieJ.Motogbe@galvestoncountytx.gov

1-GC-Seal

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000341

Company The County of Galveston
Plan Template Project LTD Budget : Agenda System Budget
Plan Agenda System Budget
Organizing Dimension Type
Amendment ID BAT-0000341
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Agenda System Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	3100 County Capital Projects Fund	Other Contract Services		Agenda System	$0.00	$200,000.00	1	0.00	200,000.00	USD	Close out remaining budgets for old 3100 projects	

Screenshot_15-10-2025_155659_wd5.myworkday.com.jpeg

File Name Screenshot_15-10-2025_155659_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/15/2025 03:58:03 PM
Comment

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/15/2025 03:58:03 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/15/2025 03:58:03 PM	10/16/2025	Austin Schumann	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 01:49:36 PM	10/17/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:39:59 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/16/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:18:38 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:58:28 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy Agenda System **Plan Structure** Project LTD Budget

Period FY2026 - YE September - Oct

11 items

Ledger Account	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00%
5481000:Miscellaneous Contract Services	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00%
Other Contract Services	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00%
Total Expenditures	**200,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**200,000.00**	**0.00%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00%
Net Total (Revenue - Expense)	**(200,000.00)**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**(200,000.00)**	**0.00%**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000345

Company The County of Galveston
Plan Template Project LTD Budget : Communications-Sheriff's Dept. Budget
Plan Communications-Sheriff's Dept. Budget
Organizing Dimension Type
Amendment ID BAT-0000345
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Communications-Sheriff's Dept. Budget)	5700000:Capital Outlays	211171 Sheriff Communications	3100 County Capital Projects Fund	Building Improvements - Services		Communications-Sheriff's Dept.	$0.00	$3,000.00	1	0.00	3,000.00	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Communications-Sheriff's Dept. Budget)	5700000:Capital Outlays	211171 Sheriff Communications	3100 County Capital Projects Fund	Building Improvements - Goods		Communications-Sheriff's Dept.	$0.00	$3,119.00	1	0.00	3,119.00	USD	Close out remaining budgets for old 3100 projects	

Screenshot_15-10-2025_162648_wd5.myworkday.com.jpeg

File Name Screenshot_15-10-2025_162648_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/15/2025 04:28:26 PM
Comment

RE_ County Renovation Projects.msg

File Name RE_ County Renovation Projects.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/15/2025 04:28:26 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/15/2025 04:28:27 PM	10/16/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/16/2025 02:05:23 PM	10/17/2025	Clayton Pope (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:35:43 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/16/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:24:04 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:53:49 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy Communications-Sheriff's Dept.

Plan Structure Project LTD Budget

Period FY2026 - YE September - Oct

12 items

Ledger Account	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	6,119.00	0.00	0.00	0.00	0.00	0.00	0.00	6,119.00	0.00%
5700000:Capital Outlays	6,119.00	0.00	0.00	0.00	0.00	0.00	0.00	6,119.00	0.00%
Machinery and Equipment - Goods	3,119.00	0.00	0.00	0.00	0.00	0.00	0.00	3,119.00	0.00%
Machinery and Equipment - Services	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00%
Total Expenditures	**6,119.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**6,119.00**	**0.00%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	6,119.00	0.00	0.00	0.00	0.00	0.00	0.00	6,119.00	0.00%
Net Total (Revenue - Expense)	**(6,119.00)**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**(6,119.00)**	**0.00%**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000350

Company	The County of Galveston
Plan Template	Project LTD Budget : Disaster Recovery Budget
Plan	Disaster Recovery Budget
Organizing Dimension Type	
Amendment ID	BAT-0000350
Amendment Date	01/01/2025
Description	Close out remaining budgets for old 3100 projects
Amendment Type	Project Budget Amendment
Balanced Amendment	No
Entry Type	Project
Status	In Progress
Plan Currency	USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Disaster Recovery Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Technology Hardware		Disaster Recovery	$0.00	$130,402.06	1	0.00	130,402.06	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Disaster Recovery Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Software		Disaster Recovery	$0.00	$56,658.52	1	0.00	56,658.52	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Disaster Recovery Budget)	5481000:Miscellaneous Contract Services	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund	Other Contract Services		Disaster Recovery	$0.00	$48,000.00	1	0.00	48,000.00	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Disaster Recovery Budget)	5310000:Administrative Supplies	159100 Information Technology	3100 County Capital Projects Fund	Extraordinary Supplies		Disaster Recovery	$0.00	$1,277.53	1	0.00	1,277.53	USD	Close out remaining budgets for old 3100 projects	

Screenshot_16-10-2025_91247_wd5.myworkday.com.jpeg

File Name	Screenshot_16-10-2025_91247_wd5.myworkday.com.jpeg
Content Type	image/jpeg
Updated By	Austin Schumann
Upload Date	10/16/2025 10:05:50 AM

Comment

RE_ County Renovation Projects.msg

File Name RE_ County Renovation Projects.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/16/2025 10:05:50 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/16/2025 10:05:50 AM	10/17/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Sent Back	10/23/2025 02:11:44 PM	10/18/2025	Misty Witmer (Cost Center Manager)	1	Send Back Reason from Misty Witmer: Hi Austin - in reviewing this particular amendment, there's $48000 in Other Contract Services that we don't have as part of our records, which would decrease this amendment. Can you double-check please? Thanks.
Budget Amendment Event	Budget Amendment Event	Submitted	10/23/2025 02:30:07 PM	10/17/2025	Austin Schumann	1	Austin Schumann: Thank you, Misty! I apologize, yes the $48,000 was actually under a different fund-cost center.
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 03:36:53 PM	10/25/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/24/2025 02:07:01 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/17/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/27/2025 08:51:24 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:50:46 AM	10/29/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy	Disaster Recovery	**Book**	Modified Accrual
Period	FY2026 - YE September - Oct	**Plan Structure**	Project LTD Budget

16 items

Ledger Account	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	236,338.11	0.00	0.00	0.00	0.00	0.00	0.00	236,338.11	0.00%
5310000:Administrative Supplies	1,277.53	0.00	0.00	0.00	0.00	0.00	0.00	1,277.53	0.00%
Extraordinary Supplies	1,277.53	0.00	0.00	0.00	0.00	0.00	0.00	1,277.53	0.00%
5481000:Miscellaneous Contract Services	48,000.00	0.00	0.00	0.00	0.00	0.00	0.00	48,000.00	0.00%
Other Contract Services	48,000.00	0.00	0.00	0.00	0.00	0.00	0.00	48,000.00	0.00%
5700000:Capital Outlays	187,060.58	0.00	0.00	0.00	0.00	0.00	0.00	187,060.58	0.00%
Software	56,658.52	0.00	0.00	0.00	0.00	0.00	0.00	56,658.52	0.00%
Technology Hardware	130,402.06	0.00	0.00	0.00	0.00	0.00	0.00	130,402.06	0.00%
Total Expenditures	**236,338.11**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**236,338.11**	**0.00%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	236,338.11	0.00	0.00	0.00	0.00	0.00	0.00	236,338.11	0.00%
Net Total (Revenue - Expense)	**(236,338.11)**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**(236,338.11)**	**0.00%**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000352

Company The County of Galveston
Plan Template Project LTD Budget : Finance Enterprise Update Budget
Plan Finance Enterprise Update Budget
Organizing Dimension Type
Amendment ID BAT-0000352
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Finance Enterprise Update Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	3100 County Capital Projects Fund	Other Contract Services		Finance Enterprise Update	$0.00	$26,240.00	1	0.00	26,240.00	USD	Close out remaining budgets for old 3100 projects	

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/16/2025 10:38:35 AM
Comment

Screenshot_16-10-2025_10338_wd5.myworkday.com.jpeg

File Name Screenshot_16-10-2025_10338_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/16/2025 10:38:35 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/16/2025 10:38:35 AM	10/17/2025	Austin Schumann	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 01:48:32 PM	10/18/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:39:49 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/17/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:19:31 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:58:11 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy Finance Enterprise Update
Book Modified Accrual
Period FY2026 - YE September - Oct
Plan Structure Project LTD Budget

12 items

Ledger Account	Budget	Current (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00	(3,000,000.00)	0.00%
4911000:Transfers - General Fund	0.00	3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00	(3,000,000.00)	0.00%
Total Revenue	**0.00**	**3,000,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**3,000,000.00**	**(3,000,000.00)**	**0.00%**
Expenditures	26,870.00	630.00	0.00	0.00	0.00	0.00	630.00	26,240.00	2.34%
5481000:Miscellaneous Contract Services	26,870.00	630.00	0.00	0.00	0.00	0.00	630.00	26,240.00	2.34%
Other Contract Services	26,870.00	630.00	0.00	0.00	0.00	0.00	630.00	26,240.00	2.34%
Total Expenditures	**26,870.00**	**630.00**	**0.00**	**0.00**	**0.00**	**0.00**	**630.00**	**26,240.00**	**2.34%**
Total Revenue	0.00	3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00	(3,000,000.00)	0.00%
Total Expenditures	26,870.00	630.00	0.00	0.00	0.00	0.00	630.00	26,240.00	2.34%
Net Total (Revenue - Expense)	**(26,870.00)**	**2,999,370.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,999,370.00**	**(3,026,240.00)**	**(11,162.52%)**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000355

Company The County of Galveston
Plan Template Project LTD Budget : Odyssey Budget
Plan Odyssey Budget
Organizing Dimension Type
Amendment ID BAT-0000355
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Odyssey Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	3100 County Capital Projects Fund	Other Contract Services		Odyssey	$0.00	$49,200.00	1	0.00	49,200.00	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Odyssey Budget)	5310000:Administrative Supplies	159100 Information Technology	3100 County Capital Projects Fund	Extraordinary Supplies		Odyssey	$0.00	$5,000.00	1	0.00	5,000.00	USD	Close out remaining budgets for old 3100 projects	

Screenshot_16-10-2025_104854_wd5.myworkday.com.jpeg

File Name Screenshot_16-10-2025_104854_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/16/2025 10:51:59 AM
Comment

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/16/2025 10:51:59 AM
Comment

Process History

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000355

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/16/2025 10:51:59 AM	10/17/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 01:48:18 PM	10/18/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:39:42 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/17/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:20:03 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:57:05 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy Odyssey
Book Modified Accrual
Period FY2026 - YE September - Oct
Plan Structure Project LTD Budget

13 items

Ledger Account	Budget	Current (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	57,000.00	2,800.00	0.00	0.00	0.00	0.00	2,800.00	54,200.00	4.91%
5310000:Administrative Supplies	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00%
Extraordinary Supplies	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00%
5481000:Miscellaneous Contract Services	52,000.00	2,800.00	0.00	0.00	0.00	0.00	2,800.00	49,200.00	5.38%
Other Contract Services	52,000.00	2,800.00	0.00	0.00	0.00	0.00	2,800.00	49,200.00	5.38%
Total Expenditures	**57,000.00**	**2,800.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,800.00**	**54,200.00**	**4.91%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	57,000.00	2,800.00	0.00	0.00	0.00	0.00	2,800.00	54,200.00	4.91%
Net Total (Revenue - Expense)	**(57,000.00)**	**(2,800.00)**	**0.00**	**0.00**	**0.00**	**0.00**	**(2,800.00)**	**(54,200.00)**	**4.91%**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000356

Company The County of Galveston
Plan Template Project LTD Budget : OnBase Budget
Plan OnBase Budget
Organizing Dimension Type
Amendment ID BAT-0000356
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (OnBase Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Software		OnBase	$0.00	$7,416.67	1	0.00	7,416.67	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (OnBase Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	3100 County Capital Projects Fund	Other Contract Services		OnBase	$0.00	$98,204.88	1	0.00	98,204.88	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (OnBase Budget)	5419000:Other Professional Services	159100 Information Technology	3100 County Capital Projects Fund	Software Maintenance		OnBase	$0.00	$14,000.00	1	0.00	14,000.00	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (OnBase Budget)	5419000:Other Professional Services	159100 Information Technology	3100 County Capital Projects Fund	Software Licensing		OnBase	$0.00	$14,000.00	1	0.00	14,000.00	USD	Close out remaining budgets for old 3100 projects	

Screenshot_16-10-2025_105923_wd5.myworkday.com.jpeg

File Name Screenshot_16-10-2025_105923_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/16/2025 11:05:39 AM

Comment

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/16/2025 11:05:39 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/16/2025 11:05:39 AM	10/17/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 01:46:40 PM	10/18/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:39:19 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/17/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:23:04 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:54:24 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy	OnBase	**Book**	Modified Accrual
Period	FY2026 - YE September - Oct	**Plan Structure**	Project LTD Budget

16 items

Ledger Account	Budget	Current (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	134,363.55	742.00	0.00	0.00	0.00	0.00	742.00	133,621.55	0.55%
5419000:Other Professional Services	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	28,000.00	0.00%
Software Licensing	14,000.00	0.00	0.00	0.00	0.00	0.00	0.00	14,000.00	0.00%
Software Maintenance	14,000.00	0.00	0.00	0.00	0.00	0.00	0.00	14,000.00	0.00%
5481000:Miscellaneous Contract Services	98,946.88	742.00	0.00	0.00	0.00	0.00	742.00	98,204.88	0.75%
Other Contract Services	98,946.88	742.00	0.00	0.00	0.00	0.00	742.00	98,204.88	0.75%
5700000:Capital Outlays	7,416.67	0.00	0.00	0.00	0.00	0.00	0.00	7,416.67	0.00%
Software	7,416.67	0.00	0.00	0.00	0.00	0.00	0.00	7,416.67	0.00%
Total Expenditures	**134,363.55**	**742.00**	**0.00**	**0.00**	**0.00**	**0.00**	**742.00**	**133,621.55**	**0.55%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	134,363.55	742.00	0.00	0.00	0.00	0.00	742.00	133,621.55	0.55%
Net Total (Revenue - Expense)	**(134,363.55)**	**(742.00)**	**0.00**	**0.00**	**0.00**	**0.00**	**(742.00)**	**(133,621.55)**	**0.55%**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000360

Company The County of Galveston
Plan Template Project LTD Budget : Phone System Budget
Plan Phone System Budget
Organizing Dimension Type
Amendment ID BAT-0000360
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Phone System Budget)	5410000:professional and Technical Services	159100 Information Technology	3100 County Capital Projects Fund	Professional Services		Phone System	$0.00	$70,000.00	1	0.00	70,000.00	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Phone System Budget)	5310000:Administrative Supplies	159100 Information Technology	3100 County Capital Projects Fund	Extraordinary Supplies		Phone System	$0.00	$95,455.90	1	0.00	95,455.90	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Phone System Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Technology Hardware		Phone System	$0.00	$70,000.00	1	0.00	70,000.00	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Phone System Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Software		Phone System	$0.00	$1,896.74	1	0.00	1,896.74	USD	Close out remaining budgets for old 3100 projects	

Screenshot_16-10-2025_112223_wd5.myworkday.com.jpeg

File Name Screenshot_16-10-2025_112223_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/16/2025 11:25:57 AM

Comment

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/16/2025 11:25:57 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/16/2025 11:25:57 AM	10/17/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 01:47:47 PM	10/18/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:39:32 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/17/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:21:43 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:56:03 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy	Phone System	**Book**	Modified Accrual
Period	FY2026 - YE September - Oct	**Plan Structure**	Project LTD Budget

16 items

Ledger Account	Budget	Current (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	237,352.64	0.00	0.00	0.00	0.00	0.00	0.00	237,352.64	0.00%
5310000:Administrative Supplies	95,455.90	0.00	0.00	0.00	0.00	0.00	0.00	95,455.90	0.00%
Extraordinary Supplies	95,455.90	0.00	0.00	0.00	0.00	0.00	0.00	95,455.90	0.00%
5410000:professional and Technical Services	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	70,000.00	0.00%
Professional Services	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	70,000.00	0.00%
5700000:Capital Outlays	71,896.74	0.00	0.00	0.00	0.00	0.00	0.00	71,896.74	0.00%
Software	1,896.74	0.00	0.00	0.00	0.00	0.00	0.00	1,896.74	0.00%
Technology Hardware	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	70,000.00	0.00%
Total Expenditures	**237,352.64**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**237,352.64**	**0.00%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	237,352.64	0.00	0.00	0.00	0.00	0.00	0.00	237,352.64	0.00%
Net Total (Revenue - Expense)	**(237,352.64)**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**(237,352.64)**	**0.00%**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000362

Company The County of Galveston
Plan Template Project LTD Budget : Public Website/ITSM Budget
Plan Public Website/ITSM Budget
Organizing Dimension Type
Amendment ID BAT-0000362
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Public Website/ITSM Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	3100 County Capital Projects Fund	Other Contract Services		Public Website/ITSM	$0.00	$99,049.33	1	0.00	99,049.33	USD	Close out remaining budgets for old 3100 projects	

Screenshot_16-10-2025_11403_wd5.myworkday.com.jpeg

File Name Screenshot_16-10-2025_11403_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/16/2025 11:47:07 AM
Comment

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/16/2025 11:47:07 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/16/2025 11:47:08 AM	10/17/2025	Austin Schumann	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 01:47:13 PM	10/18/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:39:25 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/17/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:22:30 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:54:51 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy	Public Website/ITSM	**Book**	Modified Accrual
Period	FY2026 - YE September - Oct	**Plan Structure**	Project LTD Budget

11 items

Ledger Account	Budget	Current (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	101,974.33	2,925.00	0.00	0.00	0.00	0.00	2,925.00	99,049.33	2.87%
5481000:Miscellaneous Contract Services	101,974.33	2,925.00	0.00	0.00	0.00	0.00	2,925.00	99,049.33	2.87%
Other Contract Services	101,974.33	2,925.00	0.00	0.00	0.00	0.00	2,925.00	99,049.33	2.87%
Total Expenditures	**101,974.33**	**2,925.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,925.00**	**99,049.33**	**2.87%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	101,974.33	2,925.00	0.00	0.00	0.00	0.00	2,925.00	99,049.33	2.87%
Net Total (Revenue - Expense)	**(101,974.33)**	**(2,925.00)**	**0.00**	**0.00**	**0.00**	**0.00**	**(2,925.00)**	**(99,049.33)**	**2.87%**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000364

Company The County of Galveston
Plan Template Project LTD Budget : Time and Attendance Budget
Plan Time and Attendance Budget
Organizing Dimension Type
Amendment ID BAT-0000364
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Time and Attendance Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Technology Hardware		Time and Attendance	$0.00	$1,896.74	1	0.00	1,896.74	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Time and Attendance Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	3100 County Capital Projects Fund	Other Contract Services		Time and Attendance	$0.00	$1,896.74	1	0.00	1,896.74	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Time and Attendance Budget)	5310000:Administrative Supplies	159100 Information Technology	3100 County Capital Projects Fund	Extraordinary Supplies		Time and Attendance	$0.00	$1,896.74	1	0.00	1,896.74	USD	Close out remaining budgets for old 3100 projects	

Screenshot_16-10-2025_114914_wd5.myworkday.com.jpeg

File Name Screenshot_16-10-2025_114914_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/16/2025 12:01:17 PM
Comment

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000364

Updated By Austin Schumann
Upload Date 10/16/2025 12:01:17 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/16/2025 12:01:17 PM	10/17/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 01:43:55 PM	10/18/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:39:10 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/17/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:23:39 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:55:16 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy	Time and Attendance	**Book**	Modified Accrual
Period	FY2026 - YE September - Oct	**Plan Structure**	Project LTD Budget

15 items

Ledger Account	Budget	Current (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	5,690.22	0.00	0.00	0.00	0.00	0.00	0.00	5,690.22	0.00%
5310000:Administrative Supplies	1,896.74	0.00	0.00	0.00	0.00	0.00	0.00	1,896.74	0.00%
Extraordinary Supplies	1,896.74	0.00	0.00	0.00	0.00	0.00	0.00	1,896.74	0.00%
5481000:Miscellaneous Contract Services	1,896.74	0.00	0.00	0.00	0.00	0.00	0.00	1,896.74	0.00%
Other Contract Services	1,896.74	0.00	0.00	0.00	0.00	0.00	0.00	1,896.74	0.00%
5700000:Capital Outlays	1,896.74	0.00	0.00	0.00	0.00	0.00	0.00	1,896.74	0.00%
Technology Hardware	1,896.74	0.00	0.00	0.00	0.00	0.00	0.00	1,896.74	0.00%
Total Expenditures	**5,690.22**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**5,690.22**	**0.00%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	5,690.22	0.00	0.00	0.00	0.00	0.00	0.00	5,690.22	0.00%
Net Total (Revenue - Expense)	**(5,690.22)**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**(5,690.22)**	**0.00%**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000357

Company The County of Galveston
Plan Template Project LTD Budget : OneSolution Budget
Plan OneSolution Budget
Organizing Dimension Type
Amendment ID BAT-0000357
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (OneSolution Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Technology Hardware		OneSolution	$0.00	$14,228.95	1	0.00	14,228.95	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (OneSolution Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Software		OneSolution	$0.00	$24,335.80	1	0.00	24,335.80	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (OneSolution Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	3100 County Capital Projects Fund	Other Contract Services		OneSolution	$0.00	$47,860.00	1	0.00	47,860.00	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (OneSolution Budget)	5310000:Administrative Supplies	159100 Information Technology	3100 County Capital Projects Fund	Extraordinary Supplies		OneSolution	$0.00	$84.24	1	0.00	84.24	USD	Close out remaining budgets for old 3100 projects	

Screenshot_16-10-2025_11915_wd5.myworkday.com.jpeg

File Name Screenshot_16-10-2025_11915_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/16/2025 11:12:29 AM

Comment

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream
Updated By Austin Schumann
Upload Date 10/16/2025 11:12:29 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/16/2025 11:12:29 AM	10/17/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 01:48:06 PM	10/18/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:39:35 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/17/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:20:17 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 09:22:38 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy	OneSolution	**Book**	Modified Accrual
Period	FY2026 - YE September - Oct	**Plan Structure**	Project LTD Budget

16 items

Ledger Account	Budget	Current (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	86,508.99	0.00	0.00	0.00	0.00	0.00	0.00	86,508.99	0.00%
5310000:Administrative Supplies	84.24	0.00	0.00	0.00	0.00	0.00	0.00	84.24	0.00%
Extraordinary Supplies	84.24	0.00	0.00	0.00	0.00	0.00	0.00	84.24	0.00%
5481000:Miscellaneous Contract Services	47,860.00	0.00	0.00	0.00	0.00	0.00	0.00	47,860.00	0.00%
Other Contract Services	47,860.00	0.00	0.00	0.00	0.00	0.00	0.00	47,860.00	0.00%
5700000:Capital Outlays	38,564.75	0.00	0.00	0.00	0.00	0.00	0.00	38,564.75	0.00%
Software	24,335.80	0.00	0.00	0.00	0.00	0.00	0.00	24,335.80	0.00%
Technology Hardware	14,228.95	0.00	0.00	0.00	0.00	0.00	0.00	14,228.95	0.00%
Total Expenditures	**86,508.99**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**86,508.99**	**0.00%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	86,508.99	0.00	0.00	0.00	0.00	0.00	0.00	86,508.99	0.00%
Net Total (Revenue - Expense)	**(86,508.99)**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**(86,508.99)**	**0.00%**

View Budget Amendment: Budget Amendment: - Project LTD Budget on 01/01/2025 : BAT-0000340

Company The County of Galveston
Plan Template Project LTD Budget : Network Update Budget
Plan Network Update Budget
Organizing Dimension Type
Amendment ID BAT-0000340
Amendment Date 01/01/2025
Description Close out remaining budgets for old 3100 projects
Amendment Type Project Budget Amendment
Balanced Amendment No
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Network Update Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Technology Hardware		Network Update	$0.00	$7,976.84	1	0.00	7,976.84	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Network Update Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Software		Network Update	$0.00	$4,481.06	1	0.00	4,481.06	USD	Close out remaining budgets for old 3100 projects	
10/01/2021 - 09/30/2026 (Network Update Budget)	5310000:Administrative Supplies	159100 Information Technology	3100 County Capital Projects Fund	Extraordinary Supplies		Network Update	$0.00	$8,920.88	1	0.00	8,920.88	USD	Close out remaining budgets for old 3100 projects	

Screenshot_15-10-2025_154120_wd5.myworkday.com.jpeg

File Name Screenshot_15-10-2025_154120_wd5.myworkday.com.jpeg
Content Type image/jpeg
Updated By Austin Schumann
Upload Date 10/15/2025 03:47:51 PM
Comment

RE_ Fund 3100.msg

File Name RE_ Fund 3100.msg
Content Type application/octet-stream

Updated By Austin Schumann
Upload Date 10/15/2025 03:47:51 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/15/2025 03:47:51 PM	10/16/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/23/2025 01:49:48 PM	10/17/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:40:13 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/16/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:17:50 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 09:22:50 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston - Budget vs Actual by Project

Project/Project Hierarchy Network Update **Plan Structure** Project LTD Budget

Period FY2026 - YE September - Oct

14 items

Ledger Account	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
Expenditures	21,378.78	0.00	0.00	0.00	0.00	0.00	0.00	21,378.78	0.00%
5310000:Administrative Supplies	8,920.88	0.00	0.00	0.00	0.00	0.00	0.00	8,920.88	0.00%
Extraordinary Supplies	8,920.88	0.00	0.00	0.00	0.00	0.00	0.00	8,920.88	0.00%
5700000:Capital Outlays	12,457.90	0.00	0.00	0.00	0.00	0.00	0.00	12,457.90	0.00%
Software	4,481.06	0.00	0.00	0.00	0.00	0.00	0.00	4,481.06	0.00%
Technology Hardware	7,976.84	0.00	0.00	0.00	0.00	0.00	0.00	7,976.84	0.00%
Total Expenditures	**21,378.78**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**21,378.78**	**0.00%**
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures	21,378.78	0.00	0.00	0.00	0.00	0.00	0.00	21,378.78	0.00%
Net Total (Revenue - Expense)	**(21,378.78)**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**(21,378.78)**	**0.00%**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Receive and file the restitution checklist from Odyssey submitted by Personal Bond/Collections

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/29/25 1:49 pm

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Settlement Run SR-0000247
Organization The County of Galveston
Currency USD
Group Payment Date 10/17/2025
Payment Category Ad Hoc Payment
Bank Account Prosperity-Court Collections Odyssey 9911
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Brianna Rachelle Alleman - 10/15/2025	Complete	Brianna Rachelle Alleman	Ad Hoc Payment	Check	10/15/2025		21-CR-0530		313439	40.00	USD	40.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 10/15/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	10/15/2025		15-CR-0738		313457	0.31	USD	0.31	USD
Ad Hoc Payment: HERBERT BANUELOS - 10/15/2025	Complete	HERBERT BANUELOS	Ad Hoc Payment	Check	10/15/2025		15-CR-0738		313444	149.69	USD	149.69	USD
Ad Hoc Payment: APRYL RINN - 10/15/2025	Complete	APRYL RINN	Ad Hoc Payment	Check	10/15/2025		25-CR-3763		313437	1,480.00	USD	1,480.00	USD
Ad Hoc Payment: HOLIDAY INN CLUB VACATIONS INC - 10/15/2025	Complete	HOLIDAY INN CLUB VACATIONS INC	Ad Hoc Payment	Check	10/15/2025		24-CR-1452		313446	560.00	USD	560.00	USD
Ad Hoc Payment: Larry Edward Leadingham, Jr. - 10/15/2025	Complete	Larry Edward Leadingham, Jr.	Ad Hoc Payment	Check	10/15/2025		25-CR-1504		313451	240.00	USD	240.00	USD
Ad Hoc Payment: NATION UNION FIRE INS. CO. OF PITTSBURG, PA. - 10/15/2025	Complete	NATION UNION FIRE INS. CO. OF PITTSBURG, PA.	Ad Hoc Payment	Check	10/15/2025		23-CR-0185		313452	1,620.00	USD	1,620.00	USD
Ad Hoc Payment: KALEB APFFEL - 10/15/2025	Complete	KALEB APFFEL	Ad Hoc Payment	Check	10/15/2025		22-CR-1353		313449	400.00	USD	400.00	USD
Ad Hoc Payment: John Freeman Jr - 10/15/2025	Complete	John Freeman Jr	Ad Hoc Payment	Check	10/15/2025		MD-0417324		313448	200.00	USD	200.00	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management - 10/15/2025	Complete	Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management	Ad Hoc Payment	Check	10/15/2025		23-CR-0719		313442	98.75	USD	98.75	USD
Ad Hoc Payment: BEACON LAKES APARTMENT MGMT - 10/15/2025	Complete	BEACON LAKES APARTMENT MGMT	Ad Hoc Payment	Check	10/15/2025		25-CR-0212		313438	1,000.00	USD	1,000.00	USD
Ad Hoc Payment: Elvis Sigueza - 10/15/2025	Complete	Elvis Sigueza	Ad Hoc Payment	Check	10/15/2025		17-CR-3523		313441	100.00	USD	100.00	USD
Ad Hoc Payment: LA DELICIA MICHOACANA - 10/15/2025	Complete	LA DELICIA MICHOACANA	Ad Hoc Payment	Check	10/15/2025		MD-0423313		313450	112.00	USD	112.00	USD
Ad Hoc Payment: HHSC-OFFICE OF INSPECTOR GENERAL - 10/15/2025	Complete	HHSC-OFFICE OF INSPECTOR GENERAL	Ad Hoc Payment	Check	10/15/2025		24-CR-3176		313445	137.00	USD	137.00	USD
Ad Hoc Payment: Shirley Guidry - 10/15/2025	Complete	Shirley Guidry	Ad Hoc Payment	Check	10/15/2025		23-CR-4106		313453	65.00	USD	65.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 10/15/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	10/15/2025		24-CR-1631		313456	35.00	USD	35.00	USD
Ad Hoc Payment: Stacy Martin - 10/15/2025	Complete	Stacy Martin	Ad Hoc Payment	Check	10/15/2025		MD-0418990		313454	250.00	USD	250.00	USD
Ad Hoc Payment: Affordable Air& Heat - 10/15/2025	Complete	Affordable Air& Heat	Ad Hoc Payment	Check	10/15/2025		20-CR-0260		313436	60.76	USD	60.76	USD
Ad Hoc Payment: ELEAZAR FLORES - 10/15/2025	Complete	ELEAZAR FLORES	Ad Hoc Payment	Check	10/15/2025		24-CR-0307		313440	351.70	USD	351.70	USD
Ad Hoc Payment: Gloria Ellisor - 10/15/2025	Complete	Gloria Ellisor	Ad Hoc Payment	Check	10/15/2025		MD-0407073		313443	25.00	USD	25.00	USD
Ad Hoc Payment: Jeffrey Scott Wilton - 10/15/2025	Complete	Jeffrey Scott Wilton	Ad Hoc Payment	Check	10/15/2025		MD-0418626		313447	300.00	USD	300.00	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Texas Department of Public Safety - 10/15/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	10/15/2025		15-CR-3021		313455	25.00	USD	25.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 10/17/2025 06:11 AM	22	7,250.21	USD	10/17/2025 08:11:39 AM	Ad Hoc Payment - Odyssey - 10/17/2025 06:11 AM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 10/17/2025, 6:11 AM	22	7,250.21	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	10/17/2025 08:10:20 AM	10/18/2025	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		10/18/2025		0	
Print Checks Task	Print Checks	Not Required		10/18/2025		0	
Print Checks Task	Print Checks	Not Required		10/18/2025		0	
Print Checks Task	Print Checks	Not Required		10/18/2025		0	
Print Checks Task	Print Checks	Not Required		10/18/2025		0	
Print Checks Task	Print Checks	Not Required		10/18/2025		0	
Print Checks Task	Print Checks	Not Required		10/18/2025		0	
Print Checks Task	Print Checks	Not Required		10/18/2025		0	
Print Checks Task	Print Checks	Step Completed	10/17/2025 08:11:39 AM	10/17/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	10/17/2025 08:11:39 AM	10/18/2025	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 10/17/2025 for $7,250.21	Successfully Completed

Settlement Run Information

Settlement Run	SR-0000248
Name	Odyssey
Number	SR-0000248
Status	Complete
Date	10/24/2025
Include Payments On Behalf Of	No
Exclude Negative Payments	Yes
Express Settlement	No

Additional Information

Organization	The County of Galveston
Currency	USD
Filters Used	

Payment Information

Display Currency	USD
Outbound Total	6,403.16
Inbound Total	0.00
Ad Hoc Payment Count	24

Payment Groups

Payment Groups

View	Category	Bank Account	Payment Type	Date	Payments	Amount	Currency	Business Process	Status
Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911	Ad Hoc Payment	Prosperity-Court Collections Odyssey 9911	Check	10/24/2025	24	6,403.16	USD	Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 10/24/2025	Successfully Completed

Ad Hoc Payments

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: KRISTEN THOMPSON - 10/22/2025	The County of Galveston	KRISTEN THOMPSON	10/22/2025	Check	313469	23.79	USD
Ad Hoc Payment: HHSC-OFFICE OF INSPECTOR GENERAL - 10/22/2025	The County of Galveston	HHSC-OFFICE OF INSPECTOR GENERAL	10/22/2025	Check	313465	245.77	USD

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: SONIA HERNANDEZ - 10/22/2025	The County of Galveston	SONIA HERNANDEZ	10/22/2025	Check	313475	300.00	USD
Ad Hoc Payment: LUNDIE DANIEL - 10/22/2025	The County of Galveston	LUNDIE DANIEL	10/22/2025	Check	313471	100.00	USD
Ad Hoc Payment: Jeremy Cormier - 10/22/2025	The County of Galveston	Jeremy Cormier	10/22/2025	Check	313467	1,082.28	USD
Ad Hoc Payment: Mary Garcia - 10/22/2025	The County of Galveston	Mary Garcia	10/22/2025	Check	313472	60.00	USD
Ad Hoc Payment: MONTAUK ENERGY HOLDING, LLC - 10/22/2025	The County of Galveston	MONTAUK ENERGY HOLDING, LLC	10/22/2025	Check	313473	500.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 10/22/2025	The County of Galveston	Texas Department of Public Safety	10/22/2025	Check	313478	100.00	USD
Ad Hoc Payment: EMR ELEVATOR, INC. - 10/22/2025	The County of Galveston	EMR ELEVATOR, INC.	10/22/2025	Check	313463	150.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 10/22/2025	The County of Galveston	Texas Department of Public Safety	10/22/2025	Check	313477	25.00	USD
Ad Hoc Payment: Brayan Cardenas - 10/22/2025	The County of Galveston	Brayan Cardenas	10/22/2025	Check	313460	105.00	USD
Ad Hoc Payment: Kristen Lovett - 10/22/2025	The County of Galveston	Kristen Lovett	10/22/2025	Check	313468	105.00	USD
Ad Hoc Payment: CLARION POINT HOTEL - 10/22/2025	The County of Galveston	CLARION POINT HOTEL	10/22/2025	Check	313462	200.00	USD
Ad Hoc Payment: Albert Leo Harris - 10/22/2025	The County of Galveston	Albert Leo Harris	10/22/2025	Check	313459	1,200.00	USD
Ad Hoc Payment: BUCCEE'S - 10/22/2025	The County of Galveston	BUCCEE'S	10/22/2025	Check	313461	91.38	USD
Ad Hoc Payment: Health and Human Services Comm Office of Inspector General - 10/22/2025	The County of Galveston	Health and Human Services Comm Office of Inspector General	10/22/2025	Check	313464	1,096.94	USD
Ad Hoc Payment: Linda Curry Conway - 10/22/2025	The County of Galveston	Linda Curry Conway	10/22/2025	Check	313470	175.00	USD
Ad Hoc Payment: Paris Miles Mitchell - 10/22/2025	The County of Galveston	Paris Miles Mitchell	10/22/2025	Check	313474	130.00	USD
Ad Hoc Payment: Walmart - 10/22/2025	The County of Galveston	Walmart	10/22/2025	Check	313481	50.00	USD
Ad Hoc Payment: Advario North America LLC - 10/22/2025	The County of Galveston	Advario North America LLC	10/22/2025	Check	313458	333.00	USD
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 10/22/2025	The County of Galveston	Texas Department of Safety Restitution Accounting	10/22/2025	Check	313479	55.00	USD

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: TEXAS HEALTH AND HUMAN SERVICES COMMISSION - 10/22/2025	The County of Galveston	TEXAS HEALTH AND HUMAN SERVICES COMMISSION	10/22/2025	Check	313480	30.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 10/22/2025	The County of Galveston	Texas Department of Public Safety	10/22/2025	Check	313476	25.00	USD
Ad Hoc Payment: JAMES AND KAREN GRISWOLD - 10/22/2025	The County of Galveston	JAMES AND KAREN GRISWOLD	10/22/2025	Check	313466	220.00	USD

Remittance

Remittance

Process	Date	Remittance Events	Remittance Details
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 10/24/2025	10/24/2025	0	

Process History

Settlement Run Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Settlement Run Event	Settlement Run Event	Step Completed	10/24/2025 08:11:05 AM	10/25/2025	Annaya Nigrelle	1	
Settlement Run Event	Approval by Payroll Accountant	Not Required		10/25/2025		0	
Settlement Run Event	Approval by Settlement Specialist	Approved	10/24/2025 08:13:42 AM	10/26/2025	Mien Tran (Settlement Specialist)	1	

Related Business Processes History

Business Process	Status
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 10/24/2025	Successfully Completed

Background Processes

Created Date and Time	Started Date and Time	Process Type	Process	Request	Status	Parent Status	Total Processing Time	Submitted by	Errors & Warnings
10/24/2025 08:13 AM	10/24/2025 08:13 AM	Job	Settlement Run Complete	Settlement Run Complete for SR-0000248	Completed		00:00:04	Mien Tran	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Receive and file Summary of Biweekly Personnel Movements pay period #22, October 09 - October 22, 2025, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/30/25 10:44 am

Biweekly Movement for New Hires PP#22 - 10/09/2025 - 10/22/2025

Manager	Worker	Hire Date	Job Profile	Salary	Reason
Adult Probation	Amber Farrar	10/9/2025	Secretary	$37,000.00	Appointment
Parks	Andre Birdow	10/9/2025	Parks Maintenance Worker	$31,040.00	Appointment
County Clerk	Angelina Torres	10/9/2025	Deputy County Clerk III	$35,933.00	Appointment
Parks	Douglas Sheppard	10/9/2025	Parks Maintenance Worker	$31,040.00	Appointment
Sheriff's Office	Ian Henderson	10/9/2025	Deputy - Part Time	$30/hour worked	Appointment
Sheriff's Office	Jimmie Gillane	10/9/2025	Deputy Sheriff V	$75,854.00	Appointment
District Attorney	Lori Seamons	10/9/2025	Grand Jury Bailiff	$29,562.00	Appointment
Parks	Norton Decker	10/9/2025	Driver	$32,126.00	Appointment
Sheriff's Office	Santos Guzman	10/9/2025	Bond Condition Analyst	$39,616.00	Appointment
Sheriff's Office	Sydnee Dickerson	10/9/2025	Corrections Officer I	$53,316.00	Appointment

Biweekly Movement for Personnel Movement PP#22 - 10/09/2025 - 10/22/2025

Manager	Worker	Transfer Date	Job Profile	Salary	Reason
Sheriff's Office	Barrington Hanna	10/9/2025	Deputy Sheriff III	$70,550.00	Promotion
Sheriff's Office	Cassandra Lopez	10/9/2025	Deputy Sheriff V	$75,854.00	Transfer
Sheriff's Office	Christopher Guyton	10/9/2025	Investigator	$86,463.00	Promotion
Sheriff's Office	Felix Cora	10/9/2025	Corrections Officer V	$69,487.00	Transfer
Sheriff's Office	Ian Henderson	10/20/2025	Deputy - Part Time	$30/hour worked	Transfer
Sheriff's Office	Jose Jaramillo Juarez	10/9/2025	Corrections Officer III	$64,097.00	Promotion
Fleet	Sheldon Scott	10/9/2025	Mechanic II	$45,861.00	Transfer
Auditor's Office	Wiyn Moses	10/9/2025	Accountant I	$55,661.00	Reassignment

Biweekly Movement for Terminations PP#22 - 10/09/2025 - 10/22/2025

Division	Employee	Termination Date	Job Profile	Salary
Constable Pct. 2	Daniel Sendejas	10/15/2025	Deputy Constable V	$75,854.00
Sheriff's Office	Johnny Banda	10/17/2025	Deputy Sheriff V	$75,854.00
Sheriff's Office	Joycelyn Dancer	10/14/2025	Corrections Officer I	$53,316.00
County Clerk	Lesslie Prieto	10/15/2025	Deputy County Clerk I	$32,592.06
Sheriff's Office	Michael Reyes	10/15/2025	Corrections Officer I	$53,316.00
District Attorney	Sara Bustamante	10/17/2025	Attorney I	$80,790.00
County Clerk	Sharon Moreno	10/16/2025	Deputy County Clerk II	$34,222.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*10.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval to implement premiums for the County Court/Probate Judges, effective 01/01/2026, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/4/25 10:10 am

2026 Healthcare Rates

Non-Nicotine Rates	HDHP		BASE PLAN		BUY-UP PLAN	
	Monthly	*Bi-Weekly*	*Monthly*	*Bi-Weekly*	*Monthly*	*Bi-Weekly*
Employee Only	$0	$0	$112	$51.69	$298	$137.54
Employee & Spouse	$192	$88.62	$271	$125.08	$514	$237.23
Employee & Child(ren)	$132	$60.92	$220	$101.54	$479	$221.08
Employee & Family	$262	$120.92	$362	$167.08	$725	$334.62

Nicotine Rates	HDHP		BASE PLAN		BUY-UP PLAN	
	Monthly	*Bi-Weekly*	*Monthly*	*Bi-Weekly*	*Monthly*	*Bi-Weekly*
Employee Only	$169.40	$78.18	$245.80	$113.45	$453.50	$209.31
Employee & Spouse	$314.40	$145.11	$404.80	$186.83	$669.50	$309.00
Employee & Child(ren)	$254.40	$117.42	$353.80	$163.29	$634.50	$292.85
Employee & Family	$384.40	$177.42	$495.80	$228.83	$880.50	$406.38

No Annual Health Assessment (AHA)	HDHP		BASE PLAN		BUY-UP PLAN	
	Monthly	*Bi-Weekly*	*Monthly*	*Bi-Weekly*	*Monthly*	*Bi-Weekly*
Employee Only	$230.60	$106.43	$312.70	$144.32	$531.25	$245.19
Employee & Spouse	$375.60	$173.35	$471.70	$217.71	$747.25	$344.88
Employee & Child(ren)	$315.60	$145.66	$420.70	$194.17	$712.25	$328.73
Employee & Family	$445.60	$205.66	$562.70	$259.71	$958.25	$442.27

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of reappointment to the Galveston County Emergency Communication (911) District submitted by Commissioner, Precinct 2

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 3:42 pm

Galveston County Emergency Communication (911) District

Consideration of approval of reappointment of the following individual to the above-mentioned board:

1. Michelle Hatmaker – for a 2-year term ending 12/31/2027

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of a Resolution Asserting Galveston County's Exclusive Pilotage Authority and Opposing any Extraterritorial Rate-Setting or Regulatory Action by the Board of Pilot Commissioners for Harris County Ports submitted by Commissioner, Precinct 2

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/3/25 2:27 pm

A RESOLUTION OF THE GALVESTON COUNTY COMMISSIONERS COURT ASSERTING GALVESTON COUNTY'S EXCLUSIVE PILOTAGE AUTHORITY AND OPPOSING ANY EXTRATERRITORIAL RATE-SETTING OR REGULATORY ACTION BY THE BOARD OF PILOT COMMISSIONERS FOR HARRIS COUNTY PORTS

WHEREAS, Chapter 67 of the Texas Transportation Code governs pilotage in ports and waterways located within Galveston County, establishing a distinct regulatory framework separate from that of other Texas counties; and

WHEREAS, Chapter 66 of the Texas Transportation Code applies exclusively to ports located within Harris County and authorizes the Board of Pilot Commissioners for Harris County Ports to regulate pilotage only within Harris County boundaries; and

WHEREAS, Section 67.003(b) of the Texas Transportation Code expressly provides that Chapter 67 "does not affect the existing laws for ports in other counties, and those laws do not apply to ports located in Galveston County," thereby preserving clear county-specific jurisdiction over pilotage matters; and

WHEREAS, the Bolivar Roads anchorage area lies entirely within the geographic and jurisdictional boundaries of Galveston County and outside the limits of Harris County; and

WHEREAS, any attempt by a regulatory body or pilot association operating under Chapter 66 to establish rates, fees, or operational authority over pilotage services in Galveston County waters would constitute an **unauthorized extraterritorial action** inconsistent with the Texas Transportation Code; and

WHEREAS, such action would create confusion in maritime operations, impose conflicting pilotage rate structures, and could expose pilots or operators to penalties under Section 67.072 of the Texas Transportation Code for charging rates inconsistent with those established for Galveston County ports; and

WHEREAS, the Commissioners Court of Galveston County has a duty to uphold state law, protect the integrity of county jurisdiction, and ensure lawful and efficient maritime operations within its territorial waters;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Galveston County, Texas, that:

The Court **affirms** that pilotage within Galveston County is governed solely by Chapter 67 of the Texas Transportation Code and that no entity regulated under Chapter 66 possesses legal authority to establish or apply pilotage rates within Galveston County waters.

The Court **opposes** any effort by the Board of Pilot Commissioners for Harris County Ports, or any other regulatory body, to implement or enforce rate zones or tariffs affecting any portion of Galveston County waters, including but not limited to the Bolivar Roads anchorage.

The Court **urges** all relevant state and local agencies to recognize and preserve the statutory separation of pilotage authority between Texas counties as established by Chapters 66 and 67 of the Texas Transportation Code.

The County Judge is **authorized and directed** to transmit a certified copy of this Resolution to the Board of Pilot Commissioners for Harris County Ports, the Texas Department of Transportation, and any other relevant maritime or governmental authorities.

Attest:

County of Galveston, Texas

_____
Dwight D. Sullivan, County Clerk

_____
Mark A. Henry, County Judge

_____
Darrell Apffel, Comm., Pct. #1

_____
Hank Dugie, Comm., Pct. #3

_____
Joe Giusti, Comm., Pct. #2

_____
Robin Armstrong, MD, Comm., Pct. #4

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) to CCISD Transportation Department for use of the banquet hall and BBQ Shed at Walter Hall Park for their annual Professional Learning Day on Monday February 16, 2026, presented by the Parks & Cultural Services Department

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/29/25 1:36 pm

County of Galveston

Department of Parks & Cultural Services

4102 Main Street (FM 519) · La Marque, Texas 77568

Phone: (409) 934-8100 · Fax: (409) 621-7986

Clear Creek ISD – Transportation Department
2026 Fee Reduction Request
Monday, February 16, 2026 for use of Walter Hall Park, League City
6:00am – 2:00pm for their Professional Learning Day

5.1.2 Criteria for Requesting Reduction of a Permit Fee. The criteria for requesting such a reduction are:

i) Submit a written request to the Parks and Senior Services Department at least 90 days before the event;
ii) Describe the level of significant contributions the organization or agency has provided to a Galveston County Park, Galveston County senior services and/or beach facilities, or the Galveston County community in the past year;
iii) Submit financial plans on the upcoming event, including all projected revenues and expenditures for the event;
iv) Submit background information regarding the organization or agency; and
v) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990. *

Once all criteria are met, the Parks Department and Senior Services Department will submit the item to the Commissioners' Court agenda. Commissioners' Court will either approve reduction of the permitting fee or deny the
request. A member of the organization requesting the reduction of a permit fee may be present at the Commissioners' Court meeting.

5.1.3 Options and requirements for Fee Reduction:

i) Fees may be reduced by up to 80%, but not to exceed a $1,000.00 reduction in fees.
ii) Admission to events receiving reduced fees must be open to the public free of charge. While event sponsors may
charge for goods or services at the event, no admission or gate fee shall be charged.
iii) Galveston County must be identified as a sponsor of any event in which a fee is reduced. The County must be
recognized on any and all print media, banners, websites and in a place of prominence at event locations during the
event. Galveston County reserves the right to place a banner or signage at/in event grounds.
iv) Galveston County reserves the right to view sales and special event documentation at its request at any time.

Non-refundable user fees Amount:
Indoor Banquet Hall (8hrs. X $85.00hr.) = $680.00
BBQ Shed = $70.00
Grand Total = $750.00
Fee Reduction Amount: 80% of $750.00 = $600.00
Grand Total of User Fee Payment should reduction be approved: $150.00

*Please see attached request., $400.00 deposit is not included in fee reduction request.

CLEAR CREEK
INDEPENDENT SCHOOL DISTRICT

Transportation
2748 FM 518 E.
League City, TX 77573
281-284-0600

To: Commissioner's Court

From: Autumn Page, CCISD Transportation

Date: October 17, 2025

Dear Commissioner's Court,

I hope this letter finds you well. I am writing on behalf of CCISD Transportation department to request a reduction in the rental fee for Walter Hall Park for a special event we plan to host on February 16th during our Professional Learning Day.
We are excited to organize a Mental Health Day for our school transportation team, which consists of over 300 dedicated employees. We believe that Walter Hall Park will provide an ideal setting for collaboration and team-building activities, which are essential for our staff's well-being and effectiveness. Our decision to utilize this park was inspired by its success in supporting our district's Adaptive Physical Education (APE) Day, and being able to secure the facility last year, demonstrating the facility's potential to foster teamwork and camaraderie. Unfortunately, the current rental fees for the facility exceed our budget, and we are reaching out to inquire if there is any possibility of a fee reduction for this event. Your support would significantly contribute to the success of this initiative, allowing us to create a positive impact on our transportation team.
Thank you for considering our request. We appreciate your support of our efforts to promote the mental health and well-being of our employees. Please feel free to reach out if you need any further information.

Sincerely,

Autumn Page
Management Specialist
apage@ccisd.net
281-284-0602

Galveston County - Parks & Cultural Services
4102 Main Street
La Marque, TX 77568
Phone: 409-934-8102 Fax: 409-621-7986
Scheduling Invoice

Creation Date: Fri Oct 17, 2025

PAYEE: **Autumn Page**
2748 FM 518 E.
League City, Texas, United States
77573

Invoice #: 11547

Total Amount Due: $1,150.00

Amount Paid: $0.00

Balance Due: **$1,150.00**

Client #: 7034
Phone 2: (281) 284-0602

Email: apage@ccisd.net
Event: CCISD Transportation Mental Health Day

Phone 1: (281) 850-7880
Status: Firm

Please make checks payable to Galveston County Parks Department.

Facility Times

Facility Name / Description	Date	Time	Price
Walter Hall Park - Facilities - BBQ Shed Ind/TaxEx (100 or less) - $70.00 Daily Rate	Mon Feb 16, 2026	06:00AM - 02:00PM	$70.00
		Facility Subtotal:	$70.00
Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs) Individual/Tax Exempt - $85.00 Per Hour	Mon Feb 16, 2026	06:00AM - 02:00PM	$680.00
		Facility Subtotal:	$680.00
		Total:	$750.00

Services

Service Name / Description	Qty	Date	Time	Price
Deposits - All - Indoor Facility - Large Deposit - $400.00 Daily Rate (All Units) Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs)	1	Mon Feb 16, 2026	06:00AM - 02:00PM	$400.00
			Service Subtotal:	$400.00
			Total:	$400.00

Transactions

There are no transactions to display for this Invoice...

Comments

Thank you for booking with Galveston County Parks & Cultural Services. We are open M-F from 8am-4:30pm and closed on County holidays. If you have any issues after-hours or on the weekends, please call 409-996-9883. Please note that payment for invoices for indoor/outdoor facility rentals and special events are due 30 days prior to your event. Credit/ debit card transactions incur either a 2.2% or $3.95 convenience fee (whichever is greater). Cancellations on unpaid balances will begin 25 days before the event date.

Subtotal: $1,150.00

Total: $1,150.00

Amount Paid: $0.00

Balance Due: **$1,150.00**

Powered by Univerus Rec

Date Viewed: Wed Oct 29, 2025 @ 10:59AM (CDT)

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestoncountytx.gov

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

FIRST TIME EVENTS: It is recommended to schedule a meeting with the Programs Manager to discuss the application in detail for first time applicants. Please call (409) 934-8126 to make arrangements.

Set-Up Date: 2/16/2026 Start time: 6:00am End Time: 2:00pm

Event Date(s): 2/16/2026 Start time: 6:00am End Time: 2:00pm

*Event Date(s): _____ Start time: _____ End Time: _____
(Two-day event) / add additional line for 3+ day event

Break-down Date: 2/16/2026 Start time: 6:00am End Time: 2:00pm
Reservations can be made 24 months in advance for any public event, special event or company picnic.

Park Requested: Walter Hall Park

*Facility/Facilities Requested: Park and Pavillion

*including but not limited to: pavilions, gazebos, sports fields, cabanas, bunkers, restrooms, etc.

Type of event:

_____ Fair/Festival	_____ Parade	_____ Event exceeds	
_____ Circus/Carnival	_____ Company Picnic	facility capacity	
_____ Wedding	_____ Race/Fun Run	_____ Amusement request	
_____ Concert	_____ Demonstration/Rally		
X Other: CCISD Transportation Mental Health Day			

*Estimated # attending event: 300 (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary): _____

Event Name: CCISD Transportation Mental Health Day

Name of Applicant: Autumn Page (Photo ID req. / age 21+)

Company Name (if applicable): Clear Creek ISD

Individual/Tax-Exempt For-Profit or Commercial: 746001592
(attach proof of current tax-exempt/non-profit status, including IRS form 990)

Mailing address: 2748 FM 518 E.

City: League City State: TX Zip: 77573

Email address: apage@ccisd.net

Cell Phone _____ Other Phone 281-284-0602

Event Day Contact Name: Autumn Page Phone 281-284-0602

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestoncountytx.gov

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION
PAGE 2

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s) and describe their role. _____ YES _x_ NO

Will gate, admission or registration fees be charged? _____ YES _X_ NO
If yes, attach a list of proposed fees and their purpose and also see section 5.1.4 of Facility Permitting Policy.

How will the event be promoted? _____ TV Ads _____ Newspaper Ads _____ Radio
_____ Flyers/posters _____ Billboards _____ Internet
_____ Other: _____

Event website: _____

REQUIRED ATTACHMENTS - Use the blank space as a check list before submitting your application to the Programs Manager.

_____ **Event Location Layout** - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

_____ **Event Parking -** What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application.

Event Set-Up Parking Area: _____

Event Participant Parking Area (vendors, staff, volunteers, media): _____

_____

Event Attendees: _____

Grass Parking - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather?

_____

_____

_____ **Event Size:** _____ # of Participants _____# of Staff/Volunteers

_____ # of Spectators _____ **Total Number of Attendees**

_____ **Event History:** Is this a first time event? _____ YES _____ NO

Is this an Annual Event? _____ YES _____ NO

How many years in existence? _____ YEARS

Previous Name(s) of Event: _____

If your previous year's application is on file, are there any changes from the previous year? List: _____

_____

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestoncountytx.gov

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

REQUIRED ATTACHMENTS - Continued

_____ **Activities and Entertainment** - Please attach a list of scheduled activities and entertainment with times (i.e. bands, contests, arts & crafts show, cook-off, performers, etc.).

_____ **Structures** - Please check all structural elements that apply.

_____ Tent(s) _____ Booth(s) _____ Table(s) _____ Chair(s) _____ Stage(s)

_____ Fencing _____ Light Tower(s) _____ Generator(s) _____ RV(s)

_____ Other(s), please list:_____

_____ **Utilities**

Will you need electricity? X YES _____NO (see page 9, item #13)

Electricity for: Building

Will you need access to water? X YES _____NO

Water for: Restrooms and Kitchen

_____

_____ ***Portable Toilets:** Indicate the number of portable toilets you will have at your event. The closure of free-standing park restrooms may be required depending on the # of participants expected. Minimum of (1) per one hundred (100) participants is required.

_____ # of Regular _____# of ADA

When will they been delivered?_____
*For multi-day events, servicing of port-a-lets is required!

_____ ***Event Clean-Up/Trash:**

Who is responsible for the event clean-up?_____

Contact Phone Number:_____

Will your event have a dumpster? _____ YES X NO

What size? _____ When will it be delivered?_____

Recycling: Do you have a plan for recycling for the event? If so, please describe:

_____

_____

*Galveston County Parks & Cultural Services may be able to donate a limited number of trash can liners and extra toilet paper to the event, depending on available supplies. ***Please note that events held within the city limits of League City must use Republic Services (Walter Hall Park & Elva Lobit Park).**

REQUIRED ATTACHMENTS - Continued

_____ **Food/Beverages:** Please indicate all food/beverage elements that apply:

_____ Sale of food/beverages _____ Distribution of food/beverages

A Health Permit is required for each vendor selling or distributing food/beverages.

_____ Sale of Alcoholic beverages _____ Distribution of Alcoholic beverages

You must obtain a TABC Permit for the sale/distribution of alcoholic beverages and will need permission from the Galveston County Parks & Senior Services Division to obtain your permit, if required.

Please state your plan(s) to keep others from bringing alcoholic beverages into your event and to keep patrons from taking alcoholic beverages out of the event.

_____

_____

X **First Aid Plan:** Will you have a first aid station on-site? X YES _____ NO

What are your plans for a minor/major emergency? We will have a Special Needs bus with first aid kits

_____

_____

Does your event layout provide for emergency vehicle access? X YES _____ NO

X **Insurance Requirements:** Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00);
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- Alcohol - If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

INSURANCE - Continued

Certificate Holder:
The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured Required:
The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies).

General requirements:

- Insurance is to be placed with insurers having a Best rating of no less than A.
- The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The County reserves the right to pursue other remedies permitted by law or in equity.
- In no event shall the County be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

X___ **Security:**
The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the applicant and park property.

Galveston County Parks & Senior Services requires that: Uniformed "Texas Commission Law Enforcement Officers Standards and Education" (TCLEOSE certified Peace Officers, with the exception of reserve Peace Officers, employed by Law Enforcement agencies located within Galveston County are required for any Public, Special Event, or Company Picnic at which alcohol is present, or any Public, Special, Private Event or Company Picnic with an estimated attendance of 100 or more (including vendors, staff, volunteers, etc.), or events where an admission fee is charged or has live music, bands, or a deejay. Such Peace Officers must also be present at any Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. Requirements are listed below. The minimum number of Peace Officers required is two for the first 100 people in attendance; of the two, one of the required Peace Officers must be a TCLECOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable. If an Event exceeds the attendance as defined below, one additional Officer for each additional 100 people in attendance is required. The Park Patrol Security Supervisor may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (not during set-up) until the last event attendee leaves the facility. If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive).

SECURITY - Continued

It is the Applicant's responsibility to make arrangements for Security by contacting the Park Patrol Security Supervisor, during normal business hours (M-F; 8am-5pm) at either (409) 934-8122 or via cell phone at (409) 771-5855. Arrangements for Security under normal circumstances should be made 30 calendar days in advance.

NO ALCOHOL AT THE EVENT	EVENTS WITH ALCOHOL
1-99 = No Officer	1-199 = 2 Officers
100-199 = 1 Officer	199-299 = 3 Officers
200-299 = 2 Officers	300-399 = 4 Officers
300-399 = 3 Officers	400-499 = 5 Officers

_____ Initial - **Event Notification:** The applicant understands that they may be required to serve notices to residents and/or businesses in the area where the event will be held and furnish proof to the Department (initial on line).

_____ **Street/Lane Closures:** Are you requesting any street/lane closures? _____ YES X NO

Please list any street/lane closures you are requesting and attach a map:

_____

_____

_____

See next page for a schedule of fees

24. Cleaning and Trash For Outdoor Facility Rentals, the Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. In the event that trash is not removed, the permittee may be responsible for other costs incurred by the Department for the removal of trash and litter from the Site.

25. The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

26. The Permittee may use for the Event any electrical outlets that currently exist at the Site at a cost of $10.00 per outlet. It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.

27. Any misrepresentation of the signed special event application or failure to meet the requirements set forth herein will result in retention of the deposit fee.

Autumn Page

Applicant's Name

Autumn Page — Applicant's Signature

10/8/2025 — Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) to Up the Street Club for use of the banquet hall at Walter Hall Park for their Fall Fundraising Event on Saturday January 17, 2026, presented by the Parks & Cultural Services Department

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/29/25 1:54 pm

County of Galveston

Department of Parks & Cultural Services

4102 Main Street (FM 519) · La Marque, Texas 77568

Phone: (409) 934-8100 · Fax: (409) 621-7986

Up the Street Club
FY26 Fee Reduction Request
Saturday, January 17, 2026 for use of the Indoor Banquet Hall at Walter Hall Park
For their Up the Street Club Fall Fundraising Event

5.1.2 Criteria for Requesting Reduction of a Permit Fee. The criteria for requesting such a reduction are:

i) Submit a written request to the Parks and Senior Services Department at least 90 days before the event;
ii) Describe the level of significant contributions the organization or agency has provided to a Galveston County Park, Galveston County senior services and/or beach facilities, or the Galveston County community in the past year;
iii) Submit financial plans on the upcoming event, including all projected revenues and expenditures for the event;
iv) Submit background information regarding the organization or agency; and
v) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990. *

Once all criteria are met, the Parks Department and Senior Services Department will submit the item to the Commissioners' Court agenda. Commissioners' Court will either approve reduction of the permitting fee or deny the
request. A member of the organization requesting the reduction of a permit fee may be present at the Commissioners' Court meeting.

5.1.3 Options and requirements for Fee Reduction:

i) Fees may be reduced by up to 80%, but not to exceed a $1,000.00 reduction in fees.
ii) Admission to events receiving reduced fees must be open to the public free of charge. While event sponsors may
charge for goods or services at the event, no admission or gate fee shall be charged.
iii) Galveston County must be identified as a sponsor of any event in which a fee is reduced. The County must be
recognized on any and all print media, banners, websites and in a place of prominence at event locations during the
event. Galveston County reserves the right to place a banner or signage at/in event grounds.
iv) Galveston County reserves the right to view sales and special event documentation at its request at any time.

Non-refundable user fees Amount:
Hourly rate $85.00/hour = 10 hours x $85.00 = $850.00
Set-up/break-down service = $250.00
Podium = $10.00
Total fee for rental = $1,110.00
Fee Reduction Amount (80%) = -$888.00
Grand Total of User Fee Payment should reduction be approved: $222.00

*Please see attached request.
** $400.00 refundable security deposit not included in fee reduction.

October 19, 2025

To Whom It May Concern,

The "Up the Street Club" opened its doors in 1997 to provide a meeting space for various 12 steps Group of Recovery from Many addictions including Drugs and Alcohol. We operate as a 501c3 and operate off Donations only. By providing a meeting place, we host over 51 meetings a week. Because we are donation based, we must have semi-annual fundraisers to cover our operating costs that donations don't cover. Without this, our club would not continue to help so many and would not have lasted this long. We hope to continue to provide this space for many years to come.

We reserved the Walter Hall Park Pavilion for our next Fundraiser on January 17,2026. Your wonderful facility proved to be a perfect event venue for us at our last fundraiser and with your blessing, we would like to continue to use it for all our future semiannual fundraisers.

We would appreciate your consideration for this request, and we thank you for your support.
Thank you for your time.

Sincerely,

Art Oswald
President
Up the Street Club

Galveston County - Parks & Cultural Services
4102 Main Street
La Marque, TX 77568
Phone: 409-934-8102 Fax: 409-621-7986
Scheduling Invoice

Creation Date: Thu May 15, 2025

PAYEE: **Art Oswald**
Up The Street INC.
17000 El Camino Real Suite 205
Houston, Texas, United States
77058

Invoice #: 11223
Total Amount Due: $1,510.00
Amount Paid: $400.00
Balance Due: **$1,110.00**

Client #: 7202
Event: Up the Street Club Fall Fundraiser
Email: 62a16r05t@gmail.com
Special Event: Yes
Phone 1: (713) 249-7702
Status: Firm

Please make checks payable to Galveston County Parks Department.

Facility Times

Facility Name / Description	Date	Time	Price
Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs) Individual/Tax Exempt - $85.00 Per Hour	Sat Jan 17, 2026	07:00AM - 05:00PM	$850.00
		Facility Subtotal:	$850.00
		Total:	$850.00

Services

Service Name / Description	Qty	Date	Time	Price
Deposits - All - Indoor Facility - Large Deposit - $400.00 Daily Rate (All Units) Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs)	1	Sat Jan 17, 2026	07:00AM - 05:00PM	$400.00
			Service Subtotal:	$400.00
Fees - All - Podium User Fee - $10.00 Flat Rate (Per Unit) Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs)	1	Sat Jan 17, 2026	07:00AM - 05:00PM	$10.00
			Service Subtotal:	$10.00
Fees - All - Set-Up and Break Down Large Facility - $250.00 Flat Rate (Per Unit) Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs)	1	Sat Jan 17, 2026	07:00AM - 05:00PM	$250.00
			Service Subtotal:	$250.00
Security - All - Attendance 100+ Paid In Cash - $0.00 Per Hour (Per Unit) Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs)	1	Sat Jan 17, 2026	07:00AM - 05:00PM	$0.00
			Service Subtotal:	$0.00
			Total:	$660.00

Transactions

128169 **Date:** Oct 27, 2025 - 09:12AM **Type:** Payment (# 10176) **Method:** Cheque **Amount:** -$400.00
Cheque # 1892
Reason: Art Oswald # 11223

Comments

Thank you for booking with Galveston County Parks & Cultural Services. We are open M-F from 8am-4:30pm and closed on County holidays. If you have any issues after-hours or on the weekends, please call 409-996-9883. Please note that payment for invoices for indoor/outdoor facility rentals and special events are due 30 days prior to your event. Credit/ debit card transactions incur either a 2.2% or $3.95 convenience fee (whichever is greater). Cancellations on unpaid balances will begin 25 days before the event date.

Subtotal: $1,510.00
Total: $1,510.00
Amount Paid: $400.00
Balance Due: **$1,110.00**

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestoncountytx.gov

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

FIRST TIME EVENTS: It is recommended to schedule a meeting with the Rental Supervisor to discuss the application in detail for first time applicants. Please call (409) 934-8102 to make arrangements.

Set-Up Date: Need to discuss with you all Start time: End Time:

Event Date(s): Jan 17, 2026 Start time: 9:00 am End Time: 4:00 pm

*Event Date(s): Start time: [redacted] End Time: [redacted]
(Two-day event) / add additional line for 3+ day event

Break-down Date: Jan 17, 2026 Start time: 4:00 pm End Time: 5:00 pm
Reservations can be made 24 months in advance for any public event, special event or company picnic.

Park Requested: Walter Hall Park

*Facility/Facilities Requested: Banquet Facility

*including but not limited to: pavilions, gazebos, sports fields, cabanas, bunkers, restrooms, etc.

Type of event:
___ Fair/Festival
___ Circus/Carnival
___ Wedding
___ Concert
X Other: Fundraiser for Club that accomodates 12 step recovery meetings for various additions
___ Parade
___ Company Picnic
___ Race/Fun Run
___ Demonstration/Rally
___ Event exceeds facility capacity
___ Amusement request

*Estimated # attending event: _____ (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary):
Speakers, Followship, Silent auction, Cake auction, raffle

Event Name: Up the Street Club Fall Fundraiser

Name of Applicant: Art Oswald, President (Photo ID req. / age 21+)

Company Name (if applicable):

Individual/Tax-Exempt For-Profit or Commercial: EIN 76 0550246
(attach proof of current tax exempt/non-profit status, including IRS form 990)

Mailing address: 17000 El Camino Real #205

City: Houston, State: TX Zip: 77058

Email address: 62aller05t@gmail.com

Cell Phone (713) 249-7702 Other Phone ( )

Event Day Contact Name: Art Oswald Phone (713) 249 7702

Certain indoor facilities have additional amenities for rent. Please see page 7 and use the checklist below if you would like to rent:

___ PA System (Add $50.00)

X *Set-Up & Break Down of Tables/Chairs
(Add $250 for large facilities or $125 for small facilities)
*Lay-out required

X Podium (Add $10.00)

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
Email: Program-info@co.galveston.tx.us

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION
PAGE 2

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s) and describe their role. ___ YES X NO

Will gate, admission or registration fees be charged? ___ YES X NO
If yes, attach a list of proposed fees and their purpose and also see section 5.1.4 of Facility Permitting Policy.

How will the event be promoted?
___ TV Ads ___ Newspaper Ads ___ Radio
X Flyers/posters ___ Billboards ___ Internet
X Facebook Other: _____

Event website: _____

REQUIRED ATTACHMENTS - Use the blank space as a check list before submitting your application to the Rental Supervisor.

___ **Event Location Layout** - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

___ **Event Parking** - What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application.

Event Set-Up Parking Area: _____

Event Participant Parking Area (vendors, staff, volunteers, media): _____

_____

Event Attendees: _____

Grass Parking - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather?

_____

_____

X **Event Size:** 150 # of Participants ___ # of Staff/Volunteers
___ # of Spectators 150 **Total Number of Attendees**

X **Event History:** Is this a first time event? ___ YES X NO
Is this an Annual Event? X YES ___ NO Bi-Annual
How many years in existence? 28 YEARS
Previous Name(s) of Event: Summer Fundraiser, Spring Fling
If your previous year's application is on file, are there any changes from the previous year? List: no

_____

_____

REQUIRED ATTACHMENTS - Continued

__X__ **Activities and Entertainment** - Please attach a list of scheduled activities and entertainment with times (i.e. bands, contests, arts & crafts show, cook-off, performers, etc.).

Speakers, cake auction, silent auction, raffle

_____ **Structures** - Please check all structural elements that apply.

_____ Tent(s) _____ Booth(s) __X__ Table(s) __X__ Chair(s) _____ Stage(s)

_____ Fencing _____ Light Tower(s) _____ Generator(s) _____ RV(s)

_____ Other(s), please list: _____

_____ **Utilities**

Will you need electricity? __X__ YES _____ NO (see page 9, item #13)

Electricity for: _____

Will you need access to water? _____ YES __X__ NO

Water for: _____

_____ ***Portable Toilets:** Indicate the number of portable toilets you will have at your event. The closure of free-standing park restrooms may be required depending on the # of participants expected. Minimum of (1) per one hundred (100) participants is required.

_____ # of Regular _____ # of ADA

When will they been delivered? _____
*For multi-day events, servicing of port-a-lets is required!

_____ ***Event Clean-Up/Trash:**

Who is responsible for the event clean-up? Art oswald

Contact Phone Number: 713 249 7702

Will your event have a dumpster? _____ YES __X__ NO

What size? _____ When will it be delivered? _____

Recycling: Do you have a plan for recycling for the event? If so, please describe:

_____

*Galveston County Parks & Cultural Services may be able to donate a limited number of trash can liners and extra toilet paper to the event, depending on available supplies.

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
Office Phone 409-934-8101 Fax: 409-621-7986

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

REQUIRED ATTACHMENTS - Continued

Food/Beverages: Please indicate all food/beverage elements that apply:

_____ Sale of food/beverages X Distribution of food/beverages

A Health Permit is required for each vendor selling or distributing food/beverages.

_____ Sale of Alcoholic beverages _____ Distribution of Alcoholic beverages

You must obtain a TABC Permit for the sale/distribution of alcoholic beverages and will need permission from the Galveston County Parks & Senior Services Division to obtain your permit, if required.

Please state your plan(s) to keep others from bringing alcoholic beverages into your event and to keep patrons from taking alcoholic beverages out of the event.

We are a group of recovering alcoholics who live a sober life. There will be no alcohol

_____ **First Aid Plan:** Will you have a first aid station on-site? X YES _____ NO

What are your plans for a minor/major emergency? First Aid Kit, 911 for emergencies

Does your event layout provide for emergency vehicle access? _____YES _____NO

X **Insurance Requirements:** Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers Producing events that are open to the public , and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00);
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- Alcohol - If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Phone: 409-934-8101 Fax: 409-621-7986
PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

24. Cleaning and Trash For Outdoor Facility Rentals, the Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. In the event that trash is not removed, the permittee may be responsible for other costs incurred by the Department for the removal of trash and litter from the Site.

25. The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

26. The Permittee may use for the Event any electrical outlets that currently exist at the Site at a cost of $10.00 per outlet. It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.

27. Any misrepresentation of the signed special event application or failure to meet the requirements set forth herein will result in retention of the deposit fee.

Art Oswald
Applicant's Name

Applicant's Signature

April 9, 2025
Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/16/25 1:24 pm

State of Texas
Texas General Land Office
Application for State Land Use Lease
Coastal Lease (CL)

☒ New ☐ Amendment

FOR GLO USE ONLY

Working File #	LPO58352
Staff Initials	NH
Lease #	CL20260004

Applicant/Official Company Name ☒ Authorized Agent ☒ Company Contact

Individual, Company, Partnership or Trust Name: Galveston County

Contact (Title, First Name, Last Name, Salutation): Judge | Mark | Henry | N/A

Work #: 409-766-2244 Mobile #: N/A

c/o or Attn: N/A

Street Address: 722 Moody, Ste 200

City: Galveston State: TX Zip Code: 77550

Country: USA Email: N/A

Individual, Company, Partnership or Trust Name: Galveston County

Agent/Company Contact (Title, First Name, Last Name, Salutation): Ms. | Julie | Walker | N/A

☒ Send contracts to Agent/ Company Contact

Work #: 409-934-8101 Mobile #: N/A

c/o or Attn: N/A

Street Address: 4102 Main Street

City: La Marque State: TX Zip Code: 77568

Country: USA Email: Julie.Walker@galvestoncountytx.gov

Corporate Applicants, Fill out the Following

Type of Business:
- ☐ Person acting in own capacity
- ☐ Corporation
- ☐ Limited Liability Company (LLC)
- ☐ Limited Partnership (LP)
- ☐ Sole Proprietor
- ☒ Government
- ☐ Estate or Trust
- ☐ Other: _____

Tax ID #: 74-6000908 State of Incorporation: Texas

If LP, Name of General Partner: N/A

Name of President: N/A

Name of Secretary: N/A

Other Permits

Agency	Permit #	Date
U.S. Army Corps of Engineers	SWG-2019-00483	11/20/2024
Texas Parks & Wildlife	N/A	N/A
Texas Dept of Water Res. Cert.	N/A	N/A

Anticipated Timing of Construction

Construction Start Date: June 4, 2025

Construction Completion Date: December 31, 2025

Duration of Construction: 210 Days

Project Location

Water Body: Dickinson Bayou County: Galveston State Tract #: None

Original Survey Name or Legal Description: James F. Perry & Emily M. Austin

Street Address: Approximate address 2913 48th St

City: Dickinson State: Texas Zip: 77539

Adjacent Landowners

Name: Protestant Episcopal Church Council

Street Address: 1115 36th St

City: Galveston State: TX Zip Code: 77550

Name: Barry & Susannah Vance

Street Address: 4811 Minnesota St

City: Dickinson State: TX Zip Code: 77539

Project Description

☐ Dock ☐ Pier ☒ Boat Ramp ☐ Breakwater ☐ Dredging ☐ Other (describe below)

Boat ramp facility rehabilitation to include replacement of boat ramp and paved parking area, and replacement of light poles and lamps.

Description of structure(s) and the materials to be used

Proposed work: Applicant proposes to remove one single-lane boat ramp and construct new single-lane boat ramp at same location. Boat ramp will be constructed of concrete with crushed gravel bedding layer. Erosion protection materials at the perimeter of the boat ramp will be limestone riprap.

Applicant also proposes to remove existing asphalt parking lot and repave with reinforced concrete surface, and replace two wired, pole-mounted flood lights with new poles and solar powered lamps.

Method of installation and type of equipment to be used

Hand-held and backhoe mounted pavement breaking equipment will be used to demolish asphalt pavement and concrete boat. New concrete will be cast in place. A backhoe will be used to distribute bedding gravel. Leveling and grading will be done by hand-held and track or wheel mounted equipment.

Amount of State Land Involved: 1,376 sq. ft. (.032 ac)

Describe Current Project Area

Marshes	☐ Yes	☒ No	Area	N/A
Submerged Grasses	☐ Yes	☒ No	Area	N/A
Oyster Reefs	☐ Yes	☒ No	Area	N/A
Habitat Survey Done	☐ Yes	☒ No	Date	N/A

Water Depth(s): 0 - 10 feet

Bottom Characteristics

Bottom is covered with existing concrete boat ramp. Bottom beneath existing boat ramp is believed to be stiff sandy clay.

Projects Involving Dredging on State Owned Land

Reason for Dredging (explain in detail)

N/A

Dimensions of State Land to be dredged: Length N/A Width N/A **Depth** N/A

Cubic Yards to be removed N/A Composition of material removing N/A

Type of equipment to be used N/A

How will equipment be brought to the job site? N/A

Location and present description of disposal site N/A

Method in transporting excavated material to disposal site N/A

Dimensions of disposal area after project completion: Length N/A Width N/A Depth N/A

How will dredged material be contained? N/A

Name(s) and address(es) of any pipeline or transmission lines which this project will affect (may be obtained from County Courthouse

Name N/A Name N/A

Address N/A **Address** N/A

Projects Involving Filling, and/or Discharge of Dredged Material in and/or Affecting State Owned Land

Reason for Filling (explain in detail)

Repair leak in timber bulkhead to prevent loss of fill material

Dimensions of State Land to be filled: Length 10 ft. Width 3 ft. **Depth** 4 ft.

Cubic Yards to be placed 4.4 Composition of material placing Clean aggregate, TxDOT Gr 2 or 3

Type of equipment to be used Backhoe and hand equipment for excavation. Skid steer for placing.

How will equipment be brought to the job site? Over the road on trailer.

Location and present description of area to be filled Existing grassy, recreation area that juts into bayou.

Method in transporting excavated material to disposal site Over the road in small dump truck.

How will dredged material be contained? N/A

How will this project affect neighbors' properties? It will have no physical effect on neighbor properties.

Please provide LSLS Project ID No., if applicable N/A

Name(s) and address(es) of any pipeline or transmission lines which this project will affect (may be obtained from County Courthouse

Name N/A Name N/A

Address N/A **Address** N/A

Additional Information Required for Projects Involving Bulkheads, Breakwaters or Riprap

Purpose and use of the improvements

Riprap will be used as scour protection at the perimeter of the new boat ramp.

Dimensions: Length 140 ft. **Width** 2-4 ft. **Depth** 2 ft.

Material in cubic yards to be deposited 22

Type of material used for construction Limestone riprap

Type of equipment to be used Backhoe or skid-steer

How will equipment be brought to the project site? Over the road on trailer.

Is the present shoreline being eroded? ☐ Yes ☒ No

If fill material is to be placed behind proposed bulkhead, complete additional Filling information above.

NOTE: INCLUDE A VICINITY MAP SHOWING THE LOCATION OF STRUCTURE(S) ON STATE-OWNED LAND. NO MONEY IS DUE AT THIS TIME.

NOTE: The assessment will be initiated when the application is determined by this office to be complete. Therefore, please be sure to include all information requested in this application form and in any of the attachments. The General Land Office will finish its assessment of the proposed use of state-owned lands and present it to the School Land Board within 90 days after receipt of your completed application.

The Coastal Public Lands Management Act (Section 33.001 et seq. of the Texas Natural Resources Code) and rules adopted for its administration require that approval of the School Land Board be obtained before any work is undertaken on state-owned lands or islands. Failure to obtain such approval is in violation of state law and can result in legal action by this office.

I represent and warrant that all information contained in this application is true and correct.
☒ By clicking this box, I verify that I have read the Guidelines and Instructions included in this application.

Judge Mark Henry (County Judge)	Julie Walker (Dir. of Parks & Cultural Services)
Printed Name of Applicant	Printed Name of Agent (if applicable)
	Mark
Signature of Applicant	Signature of Agent (if applicable)
	10/16/2025
Date	Date

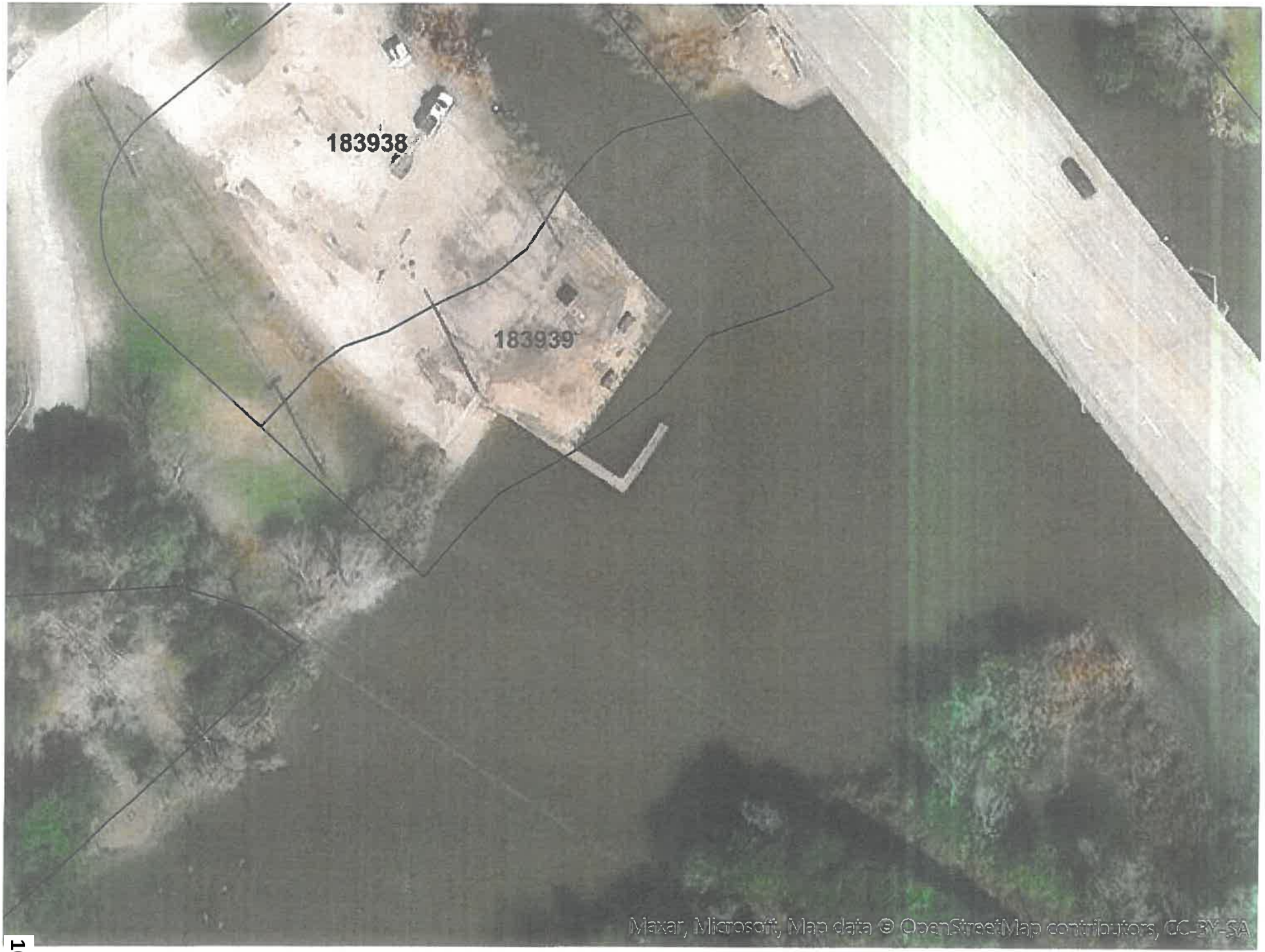
Preparation of Maps, Plats, and Project Plans

1. Each map or plat should be 8 ½" x 11".
2. A one-inch margin should be left at the top edge of each sheet for binding purposes.
3. Any shading used to identify specific areas must be reproducible by ordinary copy machines.
4. Each map or plat submitted must have a title block identifying, at a minimum:
    a. applicant name;
    b. applicant address;
    c. project name;
    d. date of preparation;
    e. name of preparer; and
    f. project location as follows:
        i. if on state-owned uplands, then provide county, survey name (original grantee and, as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number.
        ii. if on submerged land, then provide county, waterbody name, and state tract number.
5. The scale for each map or plat must be clearly indicated both digitally and by graphic scale.
6. Vicinity Maps - Exhibit A for each project application must be a Vicinity Map showing the general location of the proposed work. The Vicinity Map must be produced using either a U.S.G.S. 7.5 minute Topographic Map, a Texas Department of Transportation County Road Map, or navigation chart as its base layer. The project location should be indicated by a prominent arrow on the map. An 8 ½" x 11" Xerox copy from the original Topo, county map, or navigation chart showing the project location is sufficient. It is not necessary to submit the entire Topo or county map, so long as the map is appropriately identified as to the origin of the base information (e.g., name, and date of base map information used). This is most easily accomplished by copying the legend of the base map and making it part of the Vicinity Map.
7. Project Site Map - Exhibit B for each project application should be a Project Site Map (in Survey Plat format) which provides specific project location information. The Project Site Map should be produced at sufficient scale and detail to enable field inspectors to locate the project on the ground with minimal difficulty. Demographic features such as road numbers, stream names, railroad crossings, corporate city limits, and other prominent locative features should be included on the Project Site Map. The project location should be indicated by a prominent arrow on the map and a North arrow must be provided. Annotation may be included on the map regarding distance of the project from known points (e.g., highway intersections, road stream crossings, etc.). Additional guidance for preparing Project Site Maps is provided in Section B of this document.

Top View drawings must also include:
a) the shoreline;
b) the ebb and flow in tidal waters and direction of flow in rivers;
c) a meridian arrow showing North;
d) the location of property lines (if applicable);
e) the location of any marshes, submerged grass flats or oyster reefs in the project area

Cross-section drawings must also include:
a) the bottom profile of state-owned lands;
b) the mean high water and mean low water line (if applicable)

Information collected by electronic mail and by web form is subject to the Public Information Act, Chapter 552, Government Code.


183938
183939
Maxar, Microsoft, Map data © OpenStreetMap contributors, CC-BY-SA

I45NOW

Events

FAQs

Member Support

Folders

See more

My groups Find more

Support • Privacy • Terms

Back

I45NOW Chris McGlothlin
16 days ago in I45NOW News Feed • Edited

Dickinson's Highway 3 Boat Ramp Gets $525,000 Renovation which Aims for Fall 2025 Completion

Dickinson's boat ramp off of Highway 3 is getting a much-needed facelift, a project that has been a decade in the making.

According to Julie Walker, Director of Galveston County Parks and Cultural Services, the renovation is a long-overdue response to the community's needs. The project, which officially started in late May with contractor Lucas Construction, is funded by a $525,000 grant from Texas Parks and Wildlife.

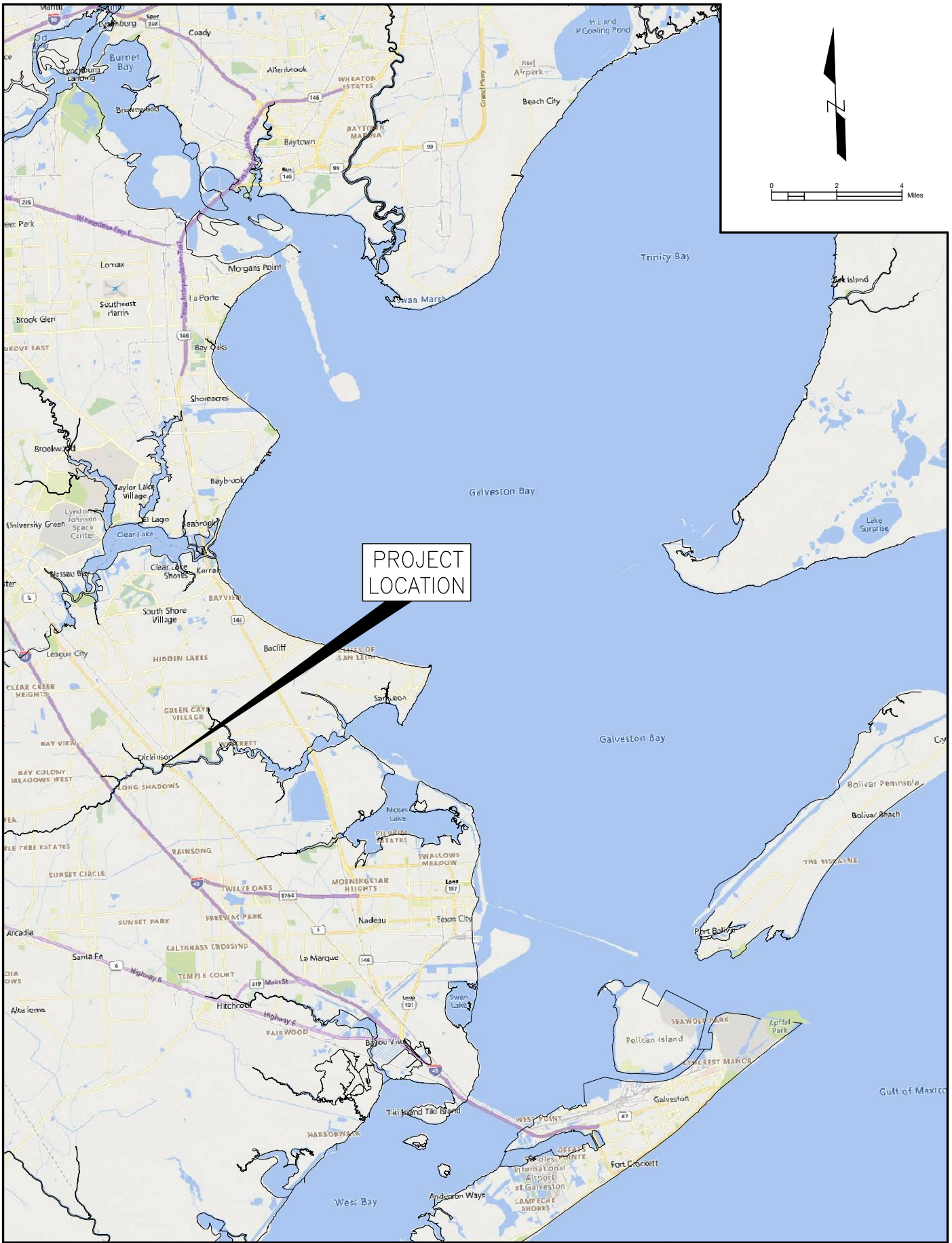
The extensive work includes a new parking lot, a new boat ramp, minor bulkhead repairs, and the addition of picnic tables and a kiosk. Walker stated that the new boat ramp construction began last week, and the county hopes to have it finished by no later than fall 2025.

While the new parking lot has been a welcome change for some, local resident Lindsay Howard expressed mixed feelings about the current state of the area. "It's a little disheartening," she said, noting the lack of access to the water and the amount of trash. "I just wish people would keep it nicer out here." Walker acknowledged the issue of trash, noting that the site is technically closed to the public during construction. The county's normal practice is for park employees to clean the area daily when it is open for public use.

Be the first to add a comment

Write your comment

We use essential cookies to keep our site secure and working smoothly. No tracking or marketing cookies are used Learn more.



HWY 3 BOAT RAMP RENOVATION
GALVESTON COUNTY

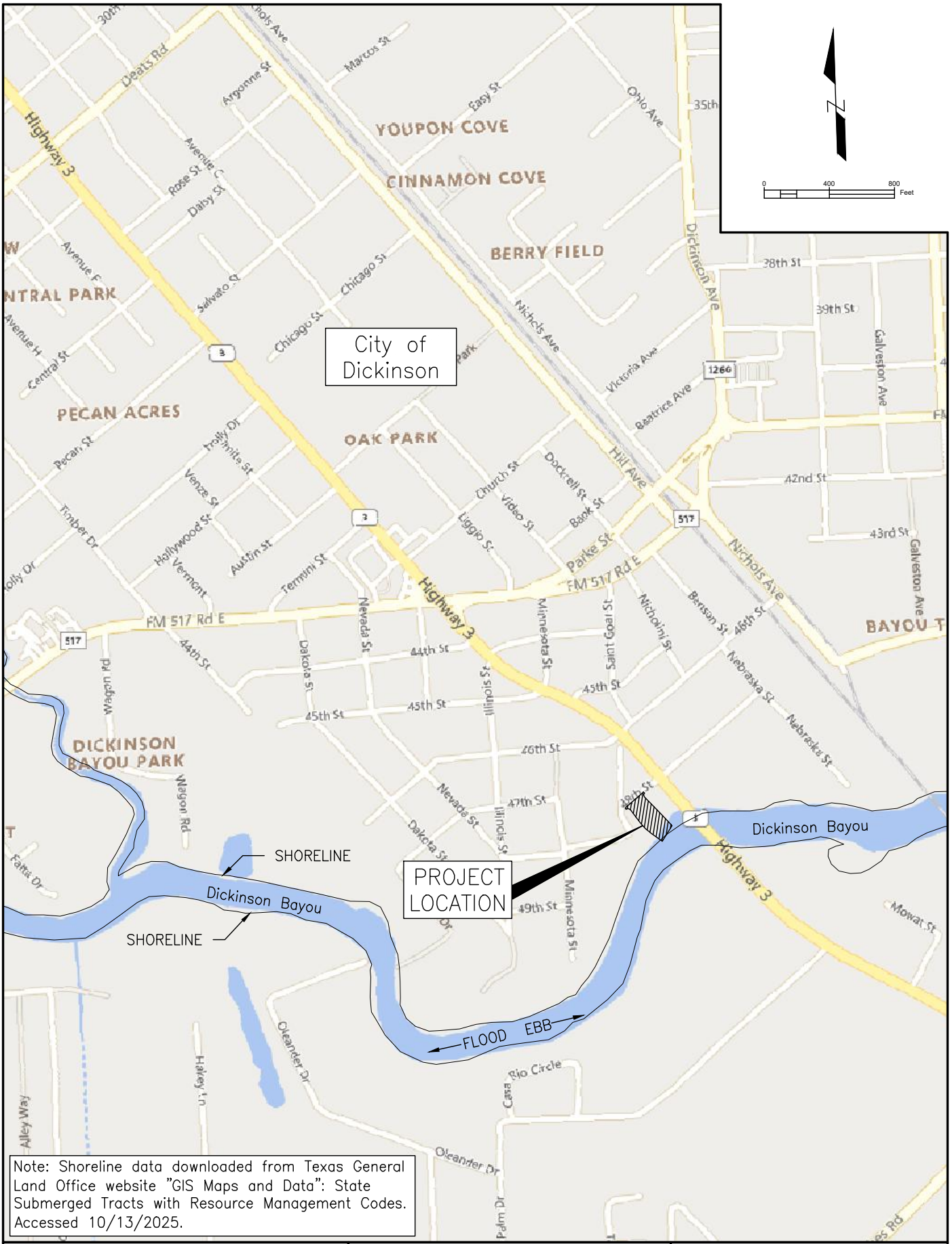
Water Body: Dickinson Bayou
Tract No.: None

Base Map:: 2025 Microsoft/TomTom

GALVESTON COUNTY
4102 Main Street
La Marque, TX 77568

EXHIBIT A
VICINITY MAP

DRAWN BY	DATE	SCALE
D. Dusini	10/14/2025	1' = 80



HWY 3 BOAT RAMP RENOVATION
GALVESTON COUNTY

Water Body: Dickinson Bayou
Tract No.: None

Base Map:: 2025 Microsoft/TomTom

GALVESTON COUNTY
4102 Main Street
La Marque, TX 77568

EXHIBIT B
PROJECT SITE MAP

DRAWN BY	DATE	SCALE
D. Dusini	10/14/2025	1" = 80

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 10/24/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Parks and Cultural Services**
5) **Department Contact: Julie Walker**
6) **Description: Construction contract for the Bayshore Boat Ramp. FEMA PW 4069**

7) **PEID No: 720290**
8) **Req No:**
9) **Orgkey: 2968529234**
10) **Object Code:**
11) **Vendor: Brizo Construction, LLC**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Bayshore Park Boat Ramp**
14) **Fund #: 2968**
15) **Current Year Budgeted: $313, 009.06**
16) **Current Year Projected: $337,210.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 11/10/2025
23) **Auto Renewal Contract:** No
24) **Bid No: 25-054**
25) **Contract End Date:** 11/9/2026
26) **Contract # Issued by Purchasing Department: 222336 (SC-0000948)**

NOTES: Construction of Bayshore Park Boat Ramp, PW 4069. Per Professional Services the shortfall of

$24,200.94 - *"The funds can be covered using the Grant Match Discretionary account. Please see the account details below:*
1101-110000 - Ledger Account: 5910000: Transfers Out - Operating → Spend Category: Transfer to Grant Match - Discretionary" HB1295 Pending

Approval History

Seq #	Approver	Action	Action Date
1	Julie Walker	Approve	10/24/25 2:29 pm
2	Melissa Fleming	Approve	10/27/25 7:41 am
3	Francisco Rodriguez	Approve	10/28/25 4:23 pm
4	Diana Huallpa	Approve	10/29/25 8:38 am
5	Sergio Cruz	Approve	10/30/25 11:03 am
6	Veronica Van Horn	Approve	10/31/25 2:51 pm

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

Bayshore Park Boat Ramp
RFP 25-054

October 14th, 2025

GALVESTON COUNTY
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

RFP 25-054

BAYSHORE PARK BOAT RAMP

BID DUE DATE: 06/26/2025

2:00 PM CST

Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

CONTENTS

Request for Proposal – General Provisions.....1

Special Provisions

Prohibition on Contracts with Certain Companies

Certification Regarding Lobbying

Non-Collusion Affidavit

Acknowledgment and Certification Regarding Debarment

Vendor Qualification Packet

Special Provisions for Construction

Bid Proposal

Contract Award

Affidavit and Surety Forms

Prevailing Wage Rate

Specifications

Plans

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

******The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/. Please see Item E, SUBMISSION INSTRUCTIONS, for further details.**

Purpose:
The County of Galveston is seeking a contractor to remove and reconstruct the boat ramp in Bayshore Park in Bacliff, Texas at the location listed below:

Bayshore Park Boat Ramp
5437 FM 646
Bacliff, TX 77518

As a result of Hurricane Harvey, the Bayshore Park Boat Ramp sustained damages due to torrential rains, wave turbulence; and high winds. The Federal Emergency Management Agency (FEMA) has approved removal/replacement and mitigation of the damaged boat ramp and removal of accumulated sediment material.

The replacement of the boat ramp became necessary as well as the removal of sediment material in the adjacent waters to the boat ramp. The United States Corp of Engineers has reviewed and provided a Letter of Permission (LOP) for the project. Provisions of that LOP shall be adhered to in the performance of the contracted work.

Submittal "Walk Ins" Instructions:
IF "WALKING IN" Submittals, sealed bids **in sets of six (6), one (1) unbound single-sided original and five (5) single-sided copies,** will be received in the office of the Galveston County Purchasing Agent **until 2:00 PM CST, on Thursday, June 26, 2025** and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:00 PM CST on the specified date will be returned unopened.

All submittals must be marked on the outside of the sealed envelope:
RFP #25-054, BAYSHORE PARK BOAT RAMP

Respondent's name, return address, should be prominently displayed on the proposal package for identification purposes.

PROCUREMENT TIMELINE
A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Respondents of any changes:

Advertise Solicitation (first date of publication)	Thursday, May 22, 2025
Advertise Solicitation (second date of publication)	Thursday, May 29, 2025
Non-Mandatory Pre-Proposal Conference & Onsite Visit	**Wednesday, June 04, 2025 at 10 AM CST**

Deadline for Questions & Inquiries — **Wednesday, June 11, 2025 by 5:00 PM CST**
Submission Deadline / RFP Opening — **Thursday, June 26, 2025 at 2:00 PM CST**

Virtual Bid Opening:
Interested parties can attend the Thursday, June 26, 2025 at 2:00 PM CST bid opening virtually. Join the meeting link below:
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m6b39b1d1de287f67b959592089d8b59b

Plans and Specifications: Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas, 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing

Pricing: Submitted prices, if required and applicable, shall be either lump sum or unit prices as shown on bid sheets. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt, and no taxes should be included in proposal pricing.

Bonding Requirements:
A bid bond **is a requirement** of this solicitation.

A Performance & Payment bond **are requirements** of this solicitation.

DEBARMENT AND SUSPENSION:
To participate in this solicitation, respondent certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. All contractors/subcontractors that are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Table of Contents

1. RFP PACKAGE 4
2. PROPOSER'S RESPONSIBILITY 4
3. TIME FOR RECEIVING PROPOSALS 5
4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS 5
5. PROPOSAL OPENING 6
6. WITHDRAWAL OF PROPOSAL / FIRM PROPOSAL RULE 6
7. COMMISSIONERS' COURT 6
8. REJECTION OF PROPOSALS / DISQUALIFICATION 7
9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS 7
10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT 7
11. EXCEPTIONS TO PROPOSAL CONDITIONS 8
12. AWARDED PRICES 8
13. PROCUREMENT CARD (P-CARD) PROGRAM 8
14. PASS THROUGH COST ADJUSTMENTS 9
15. MODIFICATION OF PROPOSALS 9
16. PRE-PROPOSAL CONFERENCE 9
17. SIGNATURE OF PROPOSALS 10
18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS 10
19. DISPUTE AFTER AWARD / PROTEST 11
20. PUBLIC INFORMATION ACT (F/K/A OPEN RECORDS ACT) 12
21. PROPOSER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE 12
22. RESULTANT CONTRACT 12
23. CONTRACT TERM 14
25. TERMINATION FOR DEFAULT 14
26. TERMINATION FOR CONVENIENCE 15
27. FORCE MAJEURE 15
28. ESTIMATED QUANTITIES 15
29. CONTRACTOR INVESTIGATION 15
30. NO COMMITMENT BY COUNTY OF GALVESTON 15

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

31. PROPOSAL COSTS BORNE BY PROPOSER 16
32. BEST AND FINAL OFFERS (BAFO) 16
33. SINGLE PROPOSAL RESPONSE 16
34. CHANGES IN SPECIFICATIONS 16
35. PROPOSAL IDEAS AND CONCEPTS 16
36. PROPOSAL DISCLOSURES 17
37. INDEMNIFICATION 17
38. REQUIREMENT OF AND PROOF OF INSURANCE 17
39. PROPOSAL GUARANTEE 19
40. PERFORMANCE AND PAYMENT BONDS (IF REQUIRED) 19
41. PATENT AND COPYRIGHT PROTECTION 20
42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ) 20
43. DISCLOSURE OF INTERESTED PARTIES / FORM 1295 22
44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM 22
45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED 23
46. VERIFICATION NOT TO BOYCOTT ISRAEL 24
47. SOVEREIGN IMMUNITY 24
48. CONTROLLING LAW AND VENUE 25
49. MERGERS, ACQUISITIONS 25
50. DELAYS 25
51. ACCURACY OF DATA 25
52. SUBCONTRACTING/ASSIGNMENT 25
53. INDEPENDENT CONTRACTOR 26
54. MONITORING PERFORMANCE 26
55. SUBJECT TO APPROPRIATION OF FUNDS 26
56. CONTRACTS SUBJECT TO GRANT FUNDING 26
57. PROCUREMENT ETHICS 26
58. NON-COLLUSION AFFIDAVIT 28
59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871 29
60. NON-DISCRIMINATION 29

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

61. RECORD RETENTION AND RIGHT TO AUDIT 30
62. TITLE VI ASSURANCES/TXDOT 31
63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO) 32
64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO) 35
65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT 42
66. ANTITRUST 42
67. LABOR STANDARDS 42
68. PROCUREMENT STANDARDS - 42
69. PROCUREMENT LAWS 54
71. REQUIRED CONTRACT PROVISIONS 62
DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR APPENDIX II TO PART 200 (I)) 66
72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO) 81
73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO) 84
74. ENERGY EFFICIENCY (42 U.S.C. 6201 AND 2 CFR 200 APPENDIX II (H)) 89
75. LEAD AND ASBESTOS 89
76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL 89
77. FEDERAL GOVERNMENT NOT A PARTY 90
78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS 90
79. ACKNOWLEDGMENT OF GOVERNMENT RECORD 90
80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES 90
81. ENTIRETY OF AGREEMENT AND MODIFICATION 90
82. NOTICE 91

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

This solicitation is issued under the general guidance and mandates as refenced in the *Texas Local Government Code, SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL, Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing Act.*

Interested parties are requested to familiarize themselves with these provisions as well as the entire General and Special Provision sections of this document prior to participating and submitting a response to this request.

1. **RFP PACKAGE**
The Request for Proposal, General and Special provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Proposal are all part of the Proposal package and Resultant Contract. ***Proposals must be submitted in sets of six (6), one (1) unbound original, and five (5) copies****, on the forms provided by the County if County forms are provided and shall include the Proposal sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Proposal sheets/contract page(s) may disqualify the Proposal from being considered by the Commissioners' Court. Any individual signing on behalf of the Proposer expressly affirms that he or she is duly authorized to tender this Proposal and to sign the Proposal under the terms and conditions in this request for Proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this request for Proposal and the Proposer's response hereto.*

Proposer further understands that Proposers' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners' Court and the contract properly executed by the Commissioners' Court.

All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the Proposal. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail.

Each Proposer is required to thoroughly review this entire Request for Proposal package to familiarize themselves with the Proposal procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Proposer will execute with the County.

2. **PROPOSER'S RESPONSIBILITY**
The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

   A. have adequate financial resources or the ability to obtain such resources as required;
   B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances, and orders regarding this request for Proposal;
   C. have a satisfactory record of performance;
   D. have a satisfactory record of integrity and ethics; and
   E. be otherwise qualified and eligible to receive an award.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

3. **TIME FOR RECEIVING PROPOSALS**
Proposals may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Proposer must deliver the Proposal to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston Count Purchasing Agent are the following:

Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions section of this solicitation. Proposals must be received by the County Purchasing Agent on or before the deadline for the opening of the Proposals. **For clarity, mailing date/postmark is not sufficient – Proposals must be received by the County Purchasing Agent on or before the deadline.** Late Proposals will not be accepted and will be returned to the Proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept Proposals from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time clock for the purpose of this solicitation and thus shall be the determinant of whether the Proposal was timely received.

The Proposer should prominently identify the procurement number and name on the outside of the envelope/mailing package. If the Proposer fails to identify the request for Proposal number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a Proposal.

If a Proposal is not submitted, return this Request for Proposal and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. **COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS**
To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **Proposers are to direct all communications regarding this Request for Proposal only to the Galveston County Purchasing Agent,** unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the Proposal of the firm found to be in non-compliance.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

All questions regarding this Request for Proposal must be submitted in writing to:

Rufus Crowder, CPPO CPPB
Purchasing Agent
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: purchasing.bids@co.galveston.tx.us

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective Proposers by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Proposer is advised to carefully review this Request for Proposal – it provides specific information necessary to aid participating firms in formulating a thorough response. Proposer's failure to examine all documents shall not entitle the Proposer to any relief from the conditions imposing in the Request for Proposal and the resultant contract.

An authorized person from the Proposer must sign the Proposal. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the Proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this Request for Proposal, the Proposer's response, and all other terms and conditions of the contract. By this signature, the Proposer further acknowledges that the Proposer has read the request for Proposal and Proposal documents thoroughly before submitting a Proposal and will fulfill the obligations in accordance with the terms, conditions, and specifications detailed herein.

5. PROPOSAL OPENING

The Purchasing Agent shall open the Proposals on the date and time specified herein. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the Proposals secret during negotiations. The Purchasing Agent will examine Proposals promptly and thoroughly. **Upon opening, no Proposal may be withdrawn for a period of sixty (60) calendars days after the Proposal opening date.**

6. WITHDRAWAL OF PROPOSAL / FIRM PROPOSAL RULE

Proposers may request withdrawal of their sealed Proposal prior to the scheduled Proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No Proposals may be withdrawn for a period of sixty (60) calendar days after opening of the Proposals.

7. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

8. REJECTION OF PROPOSALS / DISQUALIFICATION

Galveston County, acting through its Commissioners' Court, reserves the right to:

- reject any and all Proposals in whole or in part received by reason of this request for Proposal;
- waive any informality in the Proposals received;
- disregard the Proposal of any Proposer determined to be not responsible;
- disregard the Proposal of any Proposer determined to have not submitted its Proposal timely; and/or
- discontinue its efforts for any reason under this request for Proposal package at any time prior to actual execution of contract by the County.

Proposers may be disqualified, and rejection of Proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

A. Failure to use the Proposal forms furnished by the County, if applicable;
B. Lack of signature by an authorized representative of Proposer;
C. Failure to properly complete the Proposal;
D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Department;
E. Failure to meet the mandatory requirements of this request for Proposal; and/or
F. Evidence of collusion among Proposers.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective Proposer to review the entire request for Proposal packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for Proposal opening. Proposers are to submit their Proposal as specified herein or propose an approved equal.

10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Proposer desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Proposer, by submission of its Proposal, certifies that if awarded any portion of this procurement, the Proposer will supply only material and equipment that is 100% asbestos free.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

11. EXCEPTIONS TO PROPOSAL CONDITIONS

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this request for Proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the Proposal. If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

The Proposer must specify in its Proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Proposers.

12. AWARDED PRICES

During the contractual period of the resultant contract, any prices submitted by the respondent shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

Proposal pricing will be either lump sum or unit prices as shown on the Proposal sheets if included. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges. Galveston County is a tax-exempt local government of the State of Texas, therefore, no taxes shall be included with submitted pricing.

Cash discount must be shown on the Proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, the Proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If awarded company will accept payment via credit card (Visa, MasterCard, etc.), this should be notated in the Proposal submittal.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances, Contractor prices shall remain firm throughout the contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass-through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass-through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original Proposal.

A request for a pass-through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid submit the request to the Commissioners' Court for authorization and determination of the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the Proposal. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for the product as such cost is reflected in Contractor's original Proposal or the duration exceed a period of sixty (60) calendar days. In addition, should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

A Proposer may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received by the Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by Proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. PRE-PROPOSAL CONFERENCE

A pre-Proposal conference for the purpose of discussing contract requirements and answering questions of prospective Proposers may be conducted in this procurement. A pre-Proposal conference may be mandatory or voluntary. If the pre-Proposal conference is mandatory, then the County is authorized to condition acceptance of a Proposal on compliance with attendance. The Special Provision section of this procurement shall specify if a pre-Proposal conference is to be held and shall specify whether the pre-Proposal conference is mandatory or voluntary. Regardless of whether the pre-Proposal conference is mandatory or voluntary, only a principal, officer, or employee of the Proposer may represent the Proposer at the pre-Proposal conference and no person may represent more than one Proposer at the pre-Proposal conference.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

17. SIGNATURE OF PROPOSALS

Each Proposal shall give the complete name of the Proposer and the mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each Proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and Proposal response sheets may disqualify the Proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the Proposal on behalf of the Proposer and to sign the Proposal sheets and contract under the terms and conditions of this Request for Proposal and to bind the Proposer hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Proposer whose Proposal is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

"Lowest and best" means a Proposal or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best Proposal for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners' Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best Proposal for a contract for the purchase of road construction material, the Commissioners' Court may consider the pickup and delivery locations of the Proposers and the cost to the county of delivering or hauling the material to be purchased. The Commissioners' Court may award contracts for the purchase of road construction material to more than one Proposer if each of the selected Proposers submits the lowest and best Proposal for a particular location or type of material.

Each Proposer, by submitting a Proposal, agrees that if its' Proposal is accepted by the Commissioners' Court, the Proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Proposal, including but not limited to the best and final offer if applicable, and the contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the Proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners'' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County's legal counsel prior to being signed by the County's authorized representatives.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

The County of Galveston reserves the right to accept Proposals on individual items listed, or group items, or on the Proposal as a whole; to reject any and all Proposals; to waive any informality in the Proposals; to disregard Proposals that are not submitted timely; to disregard the Proposals of Proposers determined to be not responsible; and to accept the Proposal that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written Proposal.

In determining and evaluating the best Proposal, the pricing component may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items.

The County reserves the right to reject any or all Proposals in whole or in part received by reason of this Request for Proposal and may discontinue its efforts under this Request for Proposal for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose Proposal does not meet the mandatory requirements set forth in this request for Proposal will be considered non-compliant.

The invitation to submit a Proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, the special specifications which follow, the Proposal sheets, forms, and any addenda issued are all considered part of the Proposal and resultant contract.

Each Proposer, by submitting a Proposal, agrees that if its Proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this request for Proposal and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of Proposals to the lowest responsive and responsible contractor, whose Proposal complies with all the requirements in the request for Proposal.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

19. DISPUTE AFTER AWARD / PROTEST

Any actual or prospective Proposer who is allegedly aggrieved in connection with this procurement or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The Proposer acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

If Proposer considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its Proposal, Proposer expressly affirms that it has clearly and conspicuously marked any information within its submission that Proposer considers confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Proposer has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the Proposer of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the Proposer to submit correspondence to the Attorney General if the Proposer wishes its information to be withheld. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its Proposal, Proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the Proposer;** thus, Proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if Proposer wishes to have its' information withheld from public disclosure.

21. PROPOSER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, Proposer acknowledges and agrees that the confidentiality of all email addresses Proposer uses or discloses in communicating with the County are **open** to the public in accordance with Section 552.137 of the Government Code and Proposer consents to the release of its email addresses.

22. RESULTANT CONTRACT

Proposer should submit a proposed contract / agreement with its response, or its sample material terms and conditions for review and consideration.

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317–200.326 and Appendix II are referenced in the General Provisions section of this solicitation.

The resultant contract consists of the following documents: Request for Proposal, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Proposer's Proposal, Proposal Sheets, contract award, and any other documents referenced herein or

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies and Procedures.

Amendments will also be brought to Galveston County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

Proposer shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, solicitation package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached Proposal, Proposer must sign three (3) original contracts and return all three with their Proposal submittal.

The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted Proposals for the Work covered by the resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

To satisfy cost reasonableness responsibilities at the time of any extension period, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered, or other service options be utilized.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

23. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

24. COLLATERAL CONTRACT

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

25. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by the County through its Legal counsel, and all replies shall be made in writing to the County's legal counsel. Notices issued by or issued to anyone other than the County's legal counsel shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs, and attorney fees.

In the event of Termination for Default, Galveston County, its agents, or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer:

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

A. Fails to meet delivery or completion schedules; and/or
B. Fails to otherwise perform in accordance with the accepted Proposal and the contract.

26. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

27. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome, and which substantially interferes with operations.

28. ESTIMATED QUANTITIES

Any reference to quantities shown in the request for Proposal is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

29. CONTRACTOR INVESTIGATION

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Proposer shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the Proposer receives an award as a result of its Proposal submission in this procurement, the Proposer's failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

30. NO COMMITMENT BY COUNTY OF GALVESTON

This request for procurement does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal in response to this request for Proposal and does not commit the County of Galveston to procure or contract for services or supplies.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

31. PROPOSAL COSTS BORNE BY PROPOSER

Galveston County shall not be liable for any costs incurred by Proposer in preparation, production, or submission of a Proposal, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by Proposer prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Proposer by reason of attending a pre-Proposal conference. Galveston County shall not be liable for any costs incurred by Proposer by reason of the County invoking use of best and final offers.

32. BEST AND FINAL OFFERS (BAFO)

In acceptance of Proposals, the County reserves the right to negotiate further with one or more of the Proposers as to any features of their Proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the Proposers. If a Best and Final Offer is invoked, this allows acceptable Proposers the opportunity to amend, change, or supplement their original Proposal. Proposers may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

33. SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to the request for Proposal, a detailed cost Proposal may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost Proposal to determine if the price is fair and reasonable.

34. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this Request for Proposal, a written notice of such revision will be provided to all Proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to Proposers in a written addendum from the Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for Proposal have been issued, as the successful Proposer will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of Proposals. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's request for proposal list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of Proposals may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their Proposals. In any case, the Proposal opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of Proposals.

35. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any Proposal.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

36. PROPOSAL DISCLOSURES

While this procurement is pending, the names of those who submitted Proposals will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the Proposal information will be released unless in conformity with the County Purchasing Act. Proposers are requested to withhold all inquiries regarding their Proposal or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a Proposal was received - violations of this provision may result in the rejection of a Proposal.

37. INDEMNIFICATION

The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

38. REQUIREMENT OF AND PROOF OF INSURANCE

The successful Proposer shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, Commercial General Liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

A. For damages arising out of bodily injury to or death of one person in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

B. For damages arising out of bodily injury to or death of two or more persons in any one accident:
THREE HUNDRED THOUSAND AND NO/100 ($300,000.00) DOLLARS.

C. For any injury to or destruction of property in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

standard form approved by the Board of Insurance Commissioners of the State of Texas. with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Proposer that the contract is being activated as written proof of such insurance and further provided that Proposer shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Workers' Compensation Insurance: Successful Proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its' employees, including but not limited to full time, part time, and emergency employees employed by the successful Proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

Subrogation Waiver. Proposer and Proposer's insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Proposer's performance under this agreement.

39. PROPOSAL GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each Proposer shall be required to submit a Proposal guarantee with its Proposal as required within this Section.

Evidencing its firm commitment to engage in contract if Proposer is selected for award of contract, each Proposer is required to furnish with their Proposal a cashier's check or an acceptable Proposer's bond (generally, a Proposal bond) in the amount of five percent (5%) of the total contract price. If Proposer is using a bond, then the bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the Proposal guarantee in the proper form and amount, by the time set for opening of Proposals may be cause for rejection of the Proposal.

The cashier's check or Proposer bond (as applicable) will be returned to each respective unsuccessful Proposer(s) after the Commissioners' Court award of contract and shall be returned to the successful Proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or Proposer bond will be forfeited to the County as liquidated damages should successful Proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its Proposal.

40. PERFORMANCE AND PAYMENT BONDS (if required)

Successful Proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for Proposal is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Proposer should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

41. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Proposer shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Proposer also agrees that if Proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Proposer.

42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a Conflict-of-Interest Questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If Proposer is required to file a CIQ Form, then **the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.**

Business relationship. If Proposer has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

one-hundred dollars ($100.00) during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.
Family member. For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Proposer has a "family relationship" with a local government officer of Galveston County then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Proposer has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

Proposer must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk **(not the Purchasing Agent).**

For Proposer's convenience, a blank CIQ Form is enclosed with this Proposal package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website. This website is linked from the Galveston County homepage, at http://www.galvestoncountytx.gov.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 of the Local Government Code. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Proposer is awarded a contract.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

If Proposer has any questions about compliance with Chapter 176, Proposer may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

43. DISCLOSURE OF INTERESTED PARTIES / FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners' Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of the Texas Ethics Commission website pertaining to Form 1295 is:

www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 must be completed electronically through the Texas Ethics Commission website (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

Successful Proposer is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners' Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.

After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Department representative will, within 30 days, go to the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295

44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, Proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its Proposal.

The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Proposer's Proposal and is a mandatory requirement of this request for Proposal. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for Proposal and grounds for the rejection of Proposer's Proposal.

Proposer shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then Proposer must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw or at https://www.sam.gov/portal/SAM/#1.

No contract involving the use of Federal funds may be awarded to any Proposer unless and until such registration is current and in good standing under SAM. If this contract involves the use of Federal funds, then Proposer must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement; failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of Proposer's response to this procurement (i.e., Proposal, Proposal, or qualifications statement, as applicable).

45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

(Texas Government Code 2252.151; 2252.152) Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)**"Company"** has the meaning assigned by Section 806.001.

(2)**"Foreign terrorist organization"** means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
(3)**"Governmental contract"** means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

The term includes a contract to obtain a professional or consulting service subject to Government Code. Chapter 2254.

(4)**"Governmental entity"** has the meaning assigned by Government Code, Section 2252.001.

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

46. VERIFICATION NOT TO BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, **CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement.** For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

47. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

48. CONTROLLING LAW AND VENUE

Proposer acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

49. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a Proposal is submitted.

If subsequent to the award of any contract resulting from this request for Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County:

A. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
B. New entity's Federal Identification Number (FEIN);
C. New entity's proposed operating plans;
D. New entity's proof of registration in SAM for contracts involving Federal funds;
E. New entity's certification regarding debarment;
F. New entity's certification regarding lobbying; and
G. W-9 Form for new entity

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners'' Court for its approval.

50. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

51. ACCURACY OF DATA

Information and data provided through this request for Proposal are believed to be reasonably accurate.

52. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners'' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

53. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or Proposer's subcontractors perform in providing the requirements stated in the request for Proposal.

54. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and ensure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

55. SUBJECT TO APPROPRIATION OF FUNDS

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

56. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the Proposer acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

57. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive Proposal process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

CODE OF ETHICS – Statement of Purchasing Policy:
Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization. To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards:
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:
It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal pending before this government.

Kickbacks:
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Contract Clause:
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information:
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Prohibition against Contingent Fees:
It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:
Proposer represents and warrants, by signing and submitting its Proposal, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:
The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

58. NON-COLLUSION AFFIDAVIT

Proposer certifies, by signing and submitting a Proposal , that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the Proposal price of the contractor of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

A blank Non-Collusion Affidavit is included with this Proposal packet. Proposer must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its Proposal. This is a mandatory requirement of this request for Proposal. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Proposal shall be considered non-compliance with the requirements of this request for Proposal by the Proposer and grounds for the rejection of Proposer's submission.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Proposer certifies that, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence a department or employee of an agency, a member 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.

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 a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, **the Proposer shall complete and submit Standard Form LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.**

c. Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 the certification is a prerequisite for making or entering into a contract with Proposer and is imposed by Section 1352, Title 31, United States Code. Further, 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.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with Proposal packet) must be included with the submission of Proposer's Proposal and is a mandatory requirement of this request for Proposal. Proposer's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for Proposal and grounds for the rejection of the Proposer's Proposal.

60. NON-DISCRIMINATION

a. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability,

genetic information or veteran status. 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. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.
Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Proposer will include the provisions herein in every subcontract or purchase order unless exempted.

b. Drug Free Work Place Act: Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

c. Americans with Disabilities Act: Proposer shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

d. OSHA Regulations: Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

e. Compliance with Immigration Laws and Use of E-Verify: Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

f. State and Federal Law Compliance: Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

61. RECORD RETENTION AND RIGHT TO AUDIT

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Proposer shall allow the County reasonable access to the records in Proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Proposer shall also allow reasonable access to representatives of the Office of Inspector

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

62. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations**: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT)
Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Non-discrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Non-compliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions**. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

63. **ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)** The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) 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).

(2) 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.

(3) Will comply with all Federal statutes relating to non-discrimination. 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; (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. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

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 non-discrimination 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 the application.

(4) 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).

(5) 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.

(6) Will comply with all Federal statutes relating to non-discrimination. 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; (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. §§290 dd-3 and 290 ee-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 non-discrimination 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 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 and 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 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.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(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 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) 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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. 93205).

(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 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, "Audits of States, Local Governments, and Non-Profit Organizations."

(15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

(16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)
To the extent they apply, affirms, and agrees to the following, without exception:

1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .

2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

the employment was terminated: and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

    c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

    d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

    e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available

to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17 Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.

18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

to provide services under the Contract. were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21 IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

RIGHTS AND/OR OTHER INTANGIBLE PROPERTY. PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR 'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF 'S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

actions will be taken. shall report any possible fraud. waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated, and payment withheld if this certification is inaccurate. Finally, by the submission of its Proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the request for Proposal and that all such persons are current in child support payments.

66. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its Proposal, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

67. LABOR STANDARDS

On contracts funded under a federal grant: Proposer acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

Effective Date:

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

Procurement:

New provisions for procurements by States (2 C.F.R. § 200.317):

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

  (1) Informal (micro-purchase, small purchase);

  (2) Formal (sealed Proposals, proposals); and

  (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from $3,500 to $10,000. Micro-purchase thresholds higher than $10,000 are based on certain conditions that include a requirement to maintain records for threshold up to $50,000 and a formal approval process by the Fed. Govt. for threshold above $50,000.

More specifically, for Grants to States:

(1) the subrecipient may self-certify an increase of the micro-purchase threshold up to $50,000 (based on certain requirements).

(2) micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from $150,000 to $250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

2 C.F.R. § 200.317. Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 20313

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must 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. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Proposals or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of Proposals or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating Proposals or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential Proposers from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed Proposals (formal advertising). Proposals are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible Proposer whose bid, conforming with all the material terms and conditions of the Request for Proposals, is the lowest in price. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible Proposers are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful Proposer can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the Proposer to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible Proposer. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low Proposer under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each Proposer equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Proposer will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES
(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

69. PROCUREMENT LAWS

a. Proposer shall comply with all applicable local, State, and Federal laws, rules, and regulations.

b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

1.) **Equal Employment Opportunity,** 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).

(a) During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor 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, national original, disability or veteran status. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

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

(3) The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering 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 contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

(a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
(d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.

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

(b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.) **Contract Work Hours and Safety Standards Act.**

(a) Where applicable, all contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

(b) Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.

(3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) **Rights to Inventions Made Under a Contractor Agreement.**

(a) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(c) The regulations and 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.

(b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

8.) **Debarment and Suspension (Executive Orders 12549 and12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(c) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

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

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) **Procurement of Recovered Materials (2 C.F.R. § 200.323)**

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designated items is available at https://www.epa.gov/cpg/products.htm.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of $100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.
Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

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 135, 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 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice 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 contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 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 135.

E. The contractor 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

71. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds $100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)
Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;

b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;

c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and

f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))
Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds $150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of $150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.
For any subcontractors under this contract receiving contracts in excess of $150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))
Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds $100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

applicable. all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of $2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))
Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce. Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred. disqualified. or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))
Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

4. The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i Recruitment, advertising, and job application procedures.

ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

iii Rates of pay or any other form of compensation and changes in compensation.

iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v Leaves of absence, sick leave, or any other leave.

viFringe benefits available by virtue of employment, whether or not administered by the contractor.

vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii Activities sponsored by the contractor including social or recreational programs.

ix Any other term, condition, or privilege of employment.

c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

g. As used in this clause:

i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

l. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING STANDARDS

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)
Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)
Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

a. Collude, conspire, or agree with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Bid or the terms or conditions of this Bid.

b. Pay or agree to pay any other person, firm, corporation Proposer or potential Proposer any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Proposer.

c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES
"Prohibition of Segregated Facilities"

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

   Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)
Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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

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

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

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST
Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)
Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

All contractor subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)
Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Proposer certifies that it:

   i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
   ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
   iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

d. Inability to certify. A Proposer unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

f. Notice. Proposer shall provide written notice to the Contracting Officer if, at any time before the contract award, Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Proposer (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of

its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))
Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))
Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT
Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO)

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations. Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);
The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6,2018, as amended.

CIVIL RIGHTS

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

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

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

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

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

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.),

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS
The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES
Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS
Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT
Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES
The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES
Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION
Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT
The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS
The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES
The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS
The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY
The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION
Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE
Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT
Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS
Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION
The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES
Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)
If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY
As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE
(1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

(2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

(3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

I. BRIDGE CONSTRUCTION/REHABILITATION
Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS
Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL
Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS
Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES
Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE:

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

For single-family non-rental housing assistance provided by Subrecipient. Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum[1] three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum[2] five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")
An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

(1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.

(2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

(4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.

(5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.

(6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILIATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE
The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT
Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))
Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

75. LEAD AND ASBESTOS
If this request for Proposal involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation, or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDSHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL
Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

77. FEDERAL GOVERNMENT NOT A PARTY

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

79. ACKNOWLEDGMENT OF GOVERNMENT RECORD

Proposer acknowledges that its submission in this Request for Proposals, including its Proposal, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES

Proposer acknowledges, by its submission in this request for Proposals, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

81. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

The remainder of this page intentionally left blank

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

82. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Proposer shall provide its notice information with its Proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

To the Contractor at:

End of General Provisions

RFP #25-054
Submission Deadline / RFP Opening: 06/26/2025
Time: 2:00 PM CST

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

TABLE OF CONTENTS 1
A. PURPOSE 2
B. EXCEPTIONS 2
C. PROCUREMENT TIMELINE 3
D. NON-MANDATORY PRE-PROPOSAL CONFERENCE & ON-SITE VISIT 3
E. SUBMISSION INSTRUCTIONS: 3
F. PROPOSAL SURETY 4
G. PERFORMANCE AND PAYMENT BONDS 4
H. BEST AND FINAL OFFERS (BAFO) 4
I. DAVIS-BACON WAGE RATES 4
J. PERSONNEL TO CONTACT 5
K. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT 6
L. REQUIREMENTS OF REQUEST FOR PROPOSAL 6
M. INSURANCE 6
N. SCOPE OF WORK 7
O. INVOICES: 7
P. EVALUATION AND SELECTION PROCESS 8
Q. REQUIRED DOCUMENTS CHECKLIST 9

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

****The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/. Please see Item E, SUBMISSION INSTRUCTIONS, for further details.**

A. PURPOSE

The County of Galveston is seeking a contractor to remove and reconstruct the boat ramp at the location listed below:

Bayshore Park Boat Ramp
5437 FM 646
Bacliff, TX 77518

As a result of Hurricane Harvey, the Bayshore Park Boat Ramp sustained damages due to torrential rains, wave turbulence, and high winds. The Federal Emergency Management Agency (FEMA) has approved removal/replacement and mitigation of the damaged boat ramp and removal of accumulated sediment material.

The replacement of the boat ramp became necessary as well as the removal of sediment material in the adjacent waters to the boat ramp. The United States Corp of Engineers has reviewed and provided a Letter of Permission (LOP) for the project. Provisions of that LOP shall be adhered to in the performance of the contracted work.

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

The Proposer must specify in its Proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Proposers.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Respondents of any changes:

Advertise Solicitation (first date of publication)	Thursday, May 22, 2025
Advertise Solicitation (second date of publication)	Thursday, May 29, 2025
Non-Mandatory Pre-Proposal Conference & Onsite Visit	**Wednesday, June 04, 2025 at 10 AM CST**
Deadline for Questions & Inquiries	**Wednesday, June 11, 2025, by 5:00 PM CST**
Submission Deadline / RFP Opening	**Thursday, June 26, 2025, at 2:00 PM CST**

Interested parties may attend the Thursday, June 26, 2025, 2:00 PM CST. bid opening virtually by using the following link:

Join from the meeting link
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m6b39b1d1de287f67b959592089d8b59b

Join by meeting number
Meeting number (access code): 2496 435 0921
Meeting password: 25-054 (250054 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24964350921## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24964350921@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. NON-MANDATORY PRE-PROPOSAL CONFERENCE & ON-SITE VISIT

A Non-Mandatory Pre-Proposal Conference and On-Site Visit will be held on **Wednesday, June 04, 2025, at 10 AM CST**. It will be located at:

Bacliff Boat Ramp
5437 FM 646
Bacliff, TX 77518

Attendance by interested partiers is highly encouraged to gain a thorough understanding of the project scope.

E. SUBMISSION INSTRUCTIONS:

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" (see instructions below) proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY
IF "WALKING IN" Submittals, One (1) unbound original proposal, five (5) proposal copies, must be submitted no later than **2:00 PM CST,** on **Thursday, June 26, 2025:**

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official time-keeping piece for this solicitation process. Any proposals received after **2:00 PM CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ **https://www.galvestoncountytx.gov/county-offices/purchasing**

F. PROPOSAL SURETY
A 5% surety/bond ***is a requirement*** of this solicitation.

G. PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds ***are requirements*** of this solicitation.

H. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process ***is applicable*** to this solicitation.

I. DAVIS-BACON WAGE RATES
Davis-Bacon Wage Rates ***are requirements*** for this solicitation.
Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

J. PERSONNEL TO CONTACT

Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Respondents must e-mail their requests (with the subject line "**Bayshore Park Boat Ramp – RFP #25-054– Questions**") for additional information and/or clarification to the address listed above. The request must include the Responder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Responder's sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Respondents should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at **http://www.galvestoncountytx.gov/county-offices/purchasing**

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgment of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or insufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

K. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Elizabeth Thomas
Grant Administrator
722 Moody, 3rd Floor
Galveston, TX 77550

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

L. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) original and five (5) hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

M. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided, however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.
Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full-time, part-time, and emergency employees employed by the Contractor.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County regarding any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

N. SCOPE OF WORK

The project scope consists of providing material, labor, and equipment including, but not limited to the following:

- Removal, staging, transporting, and legal disposal of sediment from the area immediately in front of the boat ramp;
- Construction, maintenance, and removal of the required cofferdam/dewatering system;
- Removal and legal disposal of existing boat ramp elements;
- Excavation for the new boat ramp;
- Construction of a new cast-in-place boat ramp including ancillary components as indicated on the drawings;
- Final site cleanup and restoration of any areas disturbed by the project construction.

O. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

P. EVALUATION AND SELECTION PROCESS

An evaluation committee shall review and evaluate the responses timely submitted to the County Purchasing Agent resulting from this solicitation effort. Responses shall be reviewed by the evaluation committee and shall be evaluated in accordance with the evaluation criteria listed herein. The evaluation committee will determine which responses are qualified based on the criteria listed below. The evaluation committee shall evaluate and score each response. The points from each scoring category will be comprised of the following:

The selection process will be based on the responses to this Request for Proposal and possibly any interviews required to verify the ability of the proposer to provide the requested services:

- **METHOLOGY – 35%**

The following shall apply to this section:

  - Ability of the Contractor to provide the most advantageous methodology, solution, services, and delivery as requested herein
  - The ability of the Proposer to satisfy the detailed requirement outlined in this RFP
  - The ability of the Proposer to satisfy the construction objectives outlined in this RFP
  - Completeness of work plan and ability to meet the goal substantially completing the requested project within the requested or reasonably stated time frame.

- **COST – 35%**
  The Proposer shall provide pricing information relative to providing the proposed solution/system, services, and supplies as outlined herein. Included in the cost evaluation will be the total initial costs and on-going cost to the County.

- **REFERENCES, QUALIFICATIONS, PAST PERFORMANCE, AND EXPERIENCE – 15%**
  The Proposer shall provide references and information describing the make-up and experience of the company personnel providing the construction services.

- **SAFETY PLAN/ SAFETY RECORD/ EMR – 15%**
  The Proposer shall include company adopted documentation outlining the procedures, rules, and regulations that are or will be put in place to protect workers over the construction project. The Proposer shall submit information regarding their EMR (experience modification rate) as it applies to this request.

End of Special Provisions

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Q. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: Brizo Construction, LLC

ADDRESS: 9100 Canniff Str Houston, TX 77017

FEIN (TAX ID): 82-2408708

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	Confirmed (X):
1. Required Documents Checklist (this page)	X
2. Addenda Acknowledgement (if any)	#1 X #2 #3 #4
3. "Walked In" Submittals: One (1) original, five (5) copies of submittal; Bonfire: One (1) submittal	X
4. ATTACHMENT A - Vendor Qualification Packet	X
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	X
6. ATTACHMENT C - Certification Regarding Lobbying Form	X
7. ATTACHMENT D - Non-Collusion Affidavit	X
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	X
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	X
8. ATTACHMENT G - Information for Notice	X
10. ATTACHMENT H - References	X
11. Bid Proposal	X

Person to contact regarding this qualification: Glenn Dunlap

Title: Sr. PM/Estimator Phone: 870-636-0034 Fax:

E-mail address: glenn.dunlap@brizoconstruction.com

Name of person authorized to bind the Firm: Thomas Sheppard

Signature: Date: 6/26/25

Title: Vice President Phone: 409-284-1039 Fax:

E-mail address: tom.sheppard@brizoconstruction.com

ATTACHMENT F
Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)"Company" has the meaning assigned by Section 806.001.

(2)"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3)"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)"Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies o services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date: 6/26/25

Business Name of Contractor: Brizo Construction, LLC

Company Address: 9100 Canniff Str Houston, TX 77017

County of Contractor: Harris

Name of Individual: Thomas Sheppard

Signature of Individual:

ATTACHMENT E
Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Individual by oath swears that the following statements are factual and true:
1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date: 6/26/25

Business Name of Contractor: Brizo Construction, LLC

Company Address: 9100 Canniff Str Houston, TX 77017

County of Contractor: Harris

Individual: Thomas Sheppard

Signature of Individual:

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and returned to the Galveston County Purchasing Agent

Procurement Number and Description:
RFP 25-054 BAYSHORE PARK BOAT RAMP

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, 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 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.

2. 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 of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Proposer 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.

Name of Organization/Corporation: Brizo Construction, LLC

Address: 9100 Canniff Street

City: Houston State: Texas Zip Code: 77017

Signature of Authorized Signatory for Proposer: _____ Date Signed: 6/26/25

Title of Authorized Signatory of Proposer: Vice President

ATTTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Thomas Sheppard (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the Vice President (Individual, Partner, Corporate Officer) of Brizo Construction, LLC (Name of Qualifier), that submitted the attached Qualification in **RFP 25-054 BAYSHORE PARK BOAT RAMP**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

Thomas Sheppard
Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this 10th day of June, 2025.

Alicia Farringer
Notary Public

My Commission Expires: 05/19/2027

ALICIA FARRINGER
Notary Public, State of Texas
Comm. Expires 05-19-2027
Notary ID 129618733

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification. Debarment and Suspension

Solicitation Number: **RFP 25-054**

Solicitation Title: **BAYSHORE PARK BOAT RAMP**

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Brizo Construction, LLC — Name of Business

6/26/25 — Date

By: _____ — Signature

Thomas Sheppard, Vice President — Printed Name & Title

SAM.GOV

BRIZO CONSTRUCTION LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
T9FDJHHPJKV8	**80BN5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 3, 2026**	
Physical Address	Mailing Address	
9100 Canniff ST **Houston, Texas 77017-6522** **United States**	**9100 Canniff ST STE 100** **Houston, Texas 77017-6522** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 29	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 7, 2025	**Apr 3, 2025**	**Dec 1, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Aug 4, 2017	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**80BN5**

Points of Contact

Electronic Business

Julie Pitre, Senior Accountant

9100 Canniff Street
Houston, Texas 77017
United States

Government Business

Julie Pitre, Senior Accountant

9100 Canniff Street
Houston, Texas 77017
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236115**	**New Single-Family Housing Construction (Except For-Sale Builders)**
	236116	**New Multifamily Housing Construction (Except For-Sale Builders)**
	236117	**New Housing For-Sale Builders**
	236118	**Residential Remodelers**
	237310	**Highway, Street, And Bridge Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	238110	**Poured Concrete Foundation And Structure Contractors**
	238130	**Framing Contractors**
	238140	**Masonry Contractors**
	238150	**Glass And Glazing Contractors**
	238160	**Roofing Contractors**
	238170	**Siding Contractors**
	238310	**Drywall And Insulation Contractors**
	238910	**Site Preparation Contractors**
	238990	**All Other Specialty Trade Contractors**

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$450,000,000.00**
Construction Per Contract	**$50,000,000.00**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

COUNTY of GALVESTON
Purchasing Department
rev. 1.3, March 29, 2010

FORM PEID: **Request for Person-Entity Identification Data**

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

1. **Business Name:** Brizo Construction, LLC
   Attention Line: Glenn Dunlap
2. **Physical Address:** 9100 Canniff Street
   City: Houston **State:** TX **Zip+4:** 77017
3. **Billing / Remit Address:** 9100 Canniff Street
   City: Houston **State:** TX **Zip+4** 77017
4. **Main Contact Person:** Glenn Dunlap
   Main Phone Number: 409-316-4764
   Fax Number:
   E-mail Address: glenn.dunlap@brizoconstruction.com

Areas below are for County use only.

Requested By: **Phone / Ext. #**
Department: **Date:**

Action Requested - Check One:
( ) Add New
( ) Inactivate
( ) Landlord
( ) OneTime

IFAS PEID Vendor Number:
( ) Change Data
( ) Employee
( ) Foster Parent
( ) Foster Child

( ) Re-activate
( ) Attorney
( ) Refund

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Brizo Construction, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

9100 Canniff Street

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77017

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	2	4	0	8	7	0	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** 10/3/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Brizo Construction, LLC
Has no relationship with local governmental entity.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

6/26/25
Date

ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: RFP 25-054

Solicitation Title: BAYSHORE PARK BOAT RAMP

Respondent shall use this form to provide the information for notice.

1. Contact information for notice:

   Name: Glenn Dunlap

   Address: 9100 Canniff Str Houston, TX 77017

   Telephone Number: 870-636-0034 Facsimile number:

2. If a copy of notice is requested, please complete below:

   Name: n/a

   Address:

   Telephone Number: Facsimile number:

3. If second or more copies are requested for notice, please supplement this form, and clearly mark the supplement as "Supplementary Notice Information."

ATTACHMENT H
REFERENCES

Solicitation Number: RFP 25-054

Solicitation Title: BAYSHORE PARK BOAT RAMP

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: Freese & Nichols (EOR for Mequite Point Boat Ramp)

Name of Person: Carl Sepulveda

Title of Individual within Organization, if applicable:

Business address: 10497 Town & Country Way Suite 500 Houston TX 77024

Telephone Number: 346-610-8495 Facsimile number:

2. Business Name of Organization: HNTB (EOR Rollover Fishing Pier)

Name of Person: Jarrod Choate

Title of Individual within Organization, if applicable:

Business address: 200 W 6th Str Ste 2400 Austin, TX 78701

Telephone Number: 512-987-8256 Facsimile number:

3. Business Name of Organization: TXDOT (Area Engineer for SH87 Stone Protection Project)

Name of Person: David Lazaro

Title of Individual within Organization, if applicable: Area Engineer

Business address: 5407 Gulf Fwy La Marque Texas 77568

Telephone Number: 409-978-2500 Facsimile number:

SPECIAL PROVISIONS FOR CONSTRUCTION

1. Contract and Contract Documents

The Plans, Specifications and Addenda, General Provisions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

(a) The term "Contract" means the Contract executed between the County of Galveston, hereinafter called the Owner, and Brizo Construction, LLC hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.

(b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

(c) The term "Contract Documents" means and shall include the following: Invitation to Bid, Signed Copy of Bid, General Conditions, Special Provisions For Construction, Acknowledgement and Certification Regarding Debarment, Non-Collusion Affidavit, Vendor Qualification Packet, Payment and Performance Bonds, Contract Award, Addenda (if any), Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

(d) The term "Substantially Complete" shall mean that the work is fully completed with the exception of minor miscellaneous work and adjustments.

3. Supervision By Contractor

(a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

(b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.

(b) No proposed subcontractor shall be disapproved by the county except for cause.

(c) The Contractor shall be as fully responsible to the county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

(e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Parks Director for her approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) Five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Parks Director.

2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

(b) Final Payment

1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases

or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) Any amount due the Owner under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

(a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(c) If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

(d) Each change order shall include in its final form:

1) A detailed description of the change in the work.

2) The Contractor's proposal (if any) or a confirmed copy thereof.

3) A definite statement as to the resulting change in the contract price and/or time.

4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Estimated Quantities

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

9. Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

(d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

10. Time

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award. The time for completion will begin to run on the day after the issuance of a notice to proceed by the County. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site.

11. Termination, Delays, and Liquidated Damages

(a) Right of the Owner to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(b) Liquidated Damages for Delays.

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum of $1,000.00 for each calendar day of delay, until the work is completed, as liquidated damages for such delay. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(c) Excusable Delays.

1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

a. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

b. Any acts of the Owner;

c. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

2) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

12. Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

13. Disputes

(a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

(b) The Contractor shall submit in detail his claim and his proof thereof.

(c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

14. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings, or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

15. Shop Drawings

(a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

(b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

(c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the owner not involving a change in contract price or time; the engineer may approve

the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

16. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

17. Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner may deem incompetent, or careless, or insubordinate.

18. Samples, Certificates and Tests

(a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Owner, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Owner. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

(b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Owner in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

(c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Owner will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Owner will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

(d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Owner;

2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

4) The Owner will pay all other expenses.

19. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

(c) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on

any public or private property in any operation due to or connected with the Improvements contained in this Contract.

(d) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

(e) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

20. Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

(c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

(d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

(e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

21. Accident Prevention

(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

(d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

(f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

22. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

23. Use of Premises

(a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

24. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

25. Inspection

(a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and

workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

(c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

(d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

(f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

26. Review by Owner

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

27. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

28. Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

29. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

30. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

31. Job Offices

(a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

(b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the contract.

32. Partial Use of Site Improvements

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

(c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

33. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within 80 calendar days thereafter.

34. Keeping Of Plans And Specifications Accessible

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

35. Utilities

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

36. Parking

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

37. Fire And Safety

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

38. Contractor's Buildings

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the County shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the County.

39. Worksite Security

Contractor shall maintain the security of the worksite.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.
Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously affected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

40. Final Grading

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

41. Changes And Alterations

Contractor further agrees that County may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case the County shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

42. Extra Work

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the County to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the County when presented with a Written Work Order signed by the County. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or
Method (b) - By agreed lump sum: or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance. The County may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of

Machinery and Equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the County. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the County for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the County insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

43. Salvage

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the County. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

44. Compliance With Codes

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work.

45. Laws And Ordinances

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

46. Permits And Licenses

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

47. Lines And Grades

The Owner will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Owner ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Owner at the Contractor's expense.

48. Excess, Waste Material And Debris

All excess material, waste material and debris shall become the property of the Contractor and shall be

properly disposed of off-site. No separate payment shall be made for same.

49. Material Hauling

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways. Hauling of equipment is also restricted to State Highways.

50. Abatement And Mitigation Of Excessive Or Unnecessary Construction Noise

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted
to remain off the equipment while the equipment is in use.

51. Working Hours

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M. and 6:00 A.M. of the following day.

52. Pipeline, Utility Locations And Contractor Responsibility

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

53. Incidentals

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

54. Flagmen

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental the various bid items and no separate payment shall be made for same.

55. Field Office

For this project the Contractor will not have to provide a field office.

56. Wage Rates:

The attached schedule of wages per hour for this Contract follows.

BID PROPOSAL
BAYSHORE PARK BOAT RAMP

BID ITEMS

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	010260	MOBILIZATION (5%)	LS	1	sixteen thousand DOLLARS AND no CENTS	$16,000.00	$16,000.00
2	022000	DEMOLITION	LS	1	forty four thousand DOLLARS AND no CENTS	$44,000.00	$44,000.00
3	022000	SEDIMENT REMOVAL	CY	267	one hundred thirty DOLLARS AND no CENTS	$130.00	$34,710.00
4	028900	COFFERDAM SYSTEM	LS	1	one hundred forty thousand DOLLARS AND no CENTS	$140,000.00	$140,000.00
5	033110	BOAT RAMP 10" CONCRETE SLAB AND 6" CONCRETE SEAL SLAB	SY	123	seven hundred DOLLARS AND no CENTS	$700.00	$86,100.00
6	023780	CONCRETE RIP RAP	SY	20	five hundred twenty DOLLARS AND no CENTS	$520.00	$10,400.00
7	DRAWINGS	SWPPP	LS	1	six thousand DOLLARS AND no CENTS	$6,000.00	$6,000.00
						TOTAL - BID	$337,210.00

BID PROPOSAL

BAYSHORE PARK BOAT RAMP

This Proposal consists of a Bid. For a bid to be considered responsive all sections must be completed.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Brizo Construction, LLC

9100 Canniff Street
Houston, TX 77017

OWNER:
(Name, legal status and address)
Galveston County
722 Moody Street (21st Street), FL 5
Galveston, TX 77550

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

Mailing Address for Notices
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ Five Percent Of The Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
RFP 25-054 - BAYSHORE PARK BOAT RAMP

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of June, 2025

(Witness)

Brizo Construction, LLC
(Principal) *(Seal)*

(Title)

Berkley Insurance Company
(Surety) *(Seal)*

(Witness) Holli Orr, Surety Witness

(Title) Alyson Carmichael, Attorney-In-Fact

No. BI-10271i-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***John Anthony Martinez; Paul Messenger; Michael Marino; or Alyson Carmichael of American Global, LLC of The Woodlands, TX*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 26th day of June, 2025.

_____
Vincent P. Forte

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

Berkley Surety Group
(866) 768-3534 or BSGClaim@BerkleySurety.com

412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

BRIZO CONSTRUCTION METHOLOGY

Brizo Construction has the ability to mobilize immediately to this project and provide the labor and equipment to quickly construct the Bayshore Park Boat Ramp.

1. The work area will be fenced off with orange construction fencing
2. Truck mats will be utilized for all tracked equipment to protect the existing pavement.
3. The Aqua Barrier cofferdam will be installed using the taller barrier in case there has been any erosion of the sounding areas since the survey data that is shown on the plans. Then the work area will be dewatered.
4. A sump hole will be dug so that any water that seeps into the work zone can be pumped out.
5. The concrete slabs will be broken up in place, loaded up and hauled off.
6. The the area will be graded and will install the 6" seal slab immediately following the grading. PVC weep holes will be installed into the seal slab to prevent the water from pushing up the seal slab during construction. Also during the seal slab pour the rebar support bars detailed in the plans will be installed.
7. For the construction of the boat ramp slab caution will be use so that there is no damage to the adjacent fishing pier.
8. If permitted by the Engineer the toe walls will be excavated, formed, rebar installed and poured first. If not allowed to do this then temporary sheets/forms will be installed ho hold up the outside edge of the toe walls.
9. Next the eight Helical piles will be installed by Brizo crews.
10. Rebar will be installed and tied along with setting the perimeter forms.
11. If the existing edge of concrete is damaged or not straight Brizo will sawcut the edge to allow the new concrete to match the existing.
12. The entire boat ramp slab will be poured at once utilizing a pump truck to place the concrete. The slump of the concrete will be as low as the pump truck will allow so that fresh concrete doesn't migrate to the bottom of the ramp. If at any time it appear that the concrete is migrating to the bottom of the ramp the pour will be slowed up or stopped. If stopped an expansion joint as detailed in plans will be installed. Concrete wash out bins will be utilized for the concrete truck wash out.
13. The fresh concrete will be grooved with a tool fabricated by Brizo to meet the dimensions of the grooving shown in the plans.
14. After the concrete has reached strength the forms will be removed and the edges backfilled. The rock rip will be placed alongside the bottom of the ramp.
15. Then the temporary cofferdam will be removed and the dredging will commence.
16. Excavated dirt will be hauled with rubber tire equipment to the dewatering area shown on the plans after erosion control measures have been installed, silt fence along the sides in the grass and erosion control logs onto of the pavement.

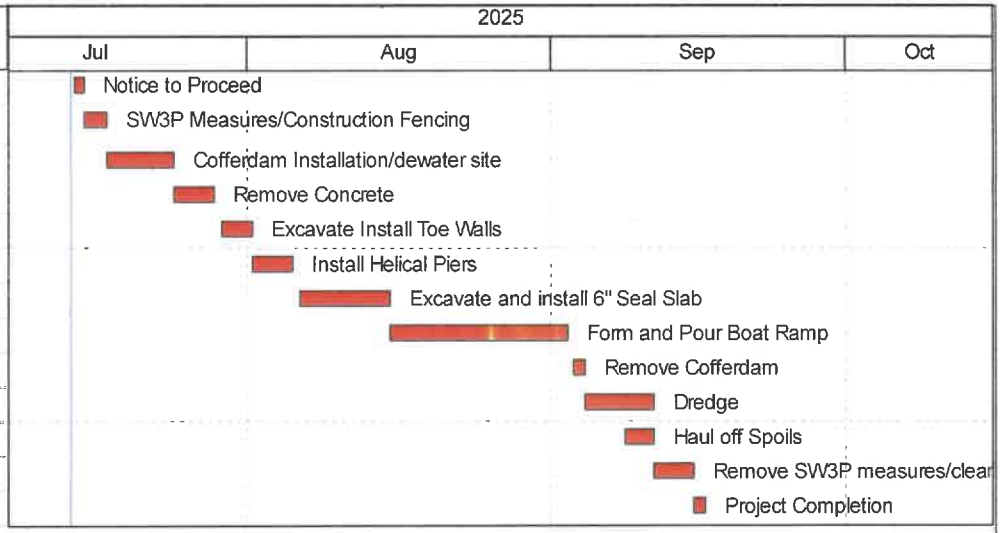
BRIZO CONSTRUCTION
METHOLOGY

17. After the dredging and the County has accepted the ramp it will be immediately opened to the public.
18. After the excavated material has dried up it will be loaded up and hauled to a disposal site. A front end loader will be utilized to load out the material to reduce the damage to the existing pavement.
19. The disposal area will be washed down and swept up then the temporary erosion contols removed.

Attached is a schedule showing the proposed time line for the project.

Attached is the resume of Missy Porazzo. Missy will be the Project Manager for this project.

Activity ID	Activity Name	Orig Dur	Start	Finish
A1000	Notice to Proceed	1	07/14/25	07/15/25
A1010	SW3P Measures/Construction Fencing	2	07/15/25	07/17/25
A1020	Cofferdam Installation/dewater site	3	07/17/25	07/24/25
A1030	Remove Concrete	2	07/24/25	07/28/25
A1040	Excavate Install Toe Walls	2	07/29/25	08/01/25
A1045	Install Helical Piers	2	08/01/25	08/05/25
A1050	Excavate and install 6" Seal Slab	6	08/06/25	08/15/25
A1060	Form and Pour Boat Ramp	10	08/15/25	09/02/25
A1070	Remove Cofferdam	1	09/03/25	09/04/25
A1080	Dredge	4	09/04/25	09/11/25
A1090	Haul off Spoils	2	09/08/25	09/11/25
A1100	Remove SW3P measures/cleanup Proje	2	09/11/25	09/15/25
A1110	Project Completion	1	09/15/25	09/16/25



Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary

BRIZO CONSTRUCTION
WWW.BRIZOCONSTRUCTION.COM

Galveston County Bayshore Park Boat Ramp
Data Date: 07/14/25
Print Date: 06/26/25
Layout: FM1960 Phase
Filter: TASK filter: All Activities

BRIZO CONSTRUCTION

MISSY PORAZZO

Project Engineer

EDUCATION

UNIVERSITY OF KANSAS
SCHOOL OF ARCHITECTURE AND URBAN DESIGN

MASTERS OF ARCHITECTURE

CERTIFICATIONS/TRAINING

OSHA 30 Hour

SKILLS

HCSS Estimating

AutoCad, SketchUp, Revit.

Trimble E-Builder

Project Primavera P6 Schedule

VALUE ADDED EXPERIENCE

Experience working on Design-Build Projects from both spectrums, as part of both the Engineering and Contractors sides.

Experience in Bridge Construction.

Experience in Civil Construction.

Experience in Marine Construction.

Experience Collaborating with Project Owner, Engineers of Record, Landowners, Consultants and Subcontractors in the performance of a project.

Experience overseeing construction projects, ensuring budget, schedule, and quality standards are met.

Experience working to identify and mitigate potential risks, to the project.

Experience in Preconstruction and Early Procurement stages.

Experience delivering BIM models to ensure project schedule, compliance and requirements.

PROFESSIONAL EXPERIENCE

JB James Construction, Project Manager
March 2017 – May 2024

Oversaw and manage the execution of construction projects, ensuring they are delivered within budget, on schedule, and meeting quality standards. Coordinate with superintendents, foreman, subcontractors, owners, and other stakeholders to ensure seamless project execution. Selected projects below:

- I-49 S: Ambassador Caffery Parkway / US 90 Interchange- Broussard, LA – ($136.5 million total, Bridges $59.8 million) Bridge Project Manager- Construction of dual – 976' long, 38' wide skewed frontage road bridges over highway and BNSF Railroad and 1722' long, 125' wide mainline bridge over intersection.
- I-12 LA 21 to US 190- Covington, LA – ($59.1 million) Construction of 3.7 miles of highway widening on I-12. Phased widening of existing 1411' bridge, under traffic and over navigable river. Bridge consisted of 54" round 136' long concrete piles driven from trestle and barge.
- Hwy 425 – Hamburg, Arkansas – ($26.7 million) Construct 5.27 miles of highway widening with multiple pipe/box culvert extensions and/or new construction.
- I-10 Cable Barrier Jefferson Davis & Calcasieu Parish's, LA – ($7.3 million) Construction of 26.2 miles of TL-4 Cable Barrier system.
- I-10 Frontage Road Phase 1 – Sulphur, LA – ($10.8 million) Construction of 1.32 miles of Frontage Road, triple 9'x9' box culvert extensions, triple 54"-barrel extensions through SRA canal, drainage, waterline, sewer lift station and intersection improvements.
- LA 82 near Esther, LA – ($3.8 million) Construction of two temporary detour bridges with detour roadway and two permanent bridges

James Construction Group, Deputy Construction Manager
March 2015 – March 207

Oversaw engineering and construction of Design-Build project. Coordinated with multiple Engineers in multiple disciplines to design and deliver a highway interchange within budget, on schedule and meeting quality standards.

- I-49 Albertsons to Ambassador Caffery Design-Build (57.1 million) Construction of 1.3 miles of Interstate and Frontage roads. Including a 3 phase – 976' long, 125' wide skewed mainline road bridge over highway and BNSF Railroad and 467' long, 125' wide mainline bridge over intersection.

Fenstermaker & Associates, LLC, Project Utility Coordinator/Construction management
November 2012 – March 2015

- I-49 South- Albertson Parkway Design-Build – Broussard, LA – ($57.1 million) Project Utilities Coordinator in charge of the abandonment, addition and/or relocation of utility lines in conflict with the proposed site work
- Managed Inspection and construction management for various project on behalf of the local entities as the City/Town engineers.

BRIZO CONSTRUCTION
SIMILAR PROJECTS

Mesquite Point Boat Ramp - Jefferson County, Texas

Brizo has completed the construction of the Mesquite Point Boat Ramp located in the Walter Umphrey Park south of Port Arthur Texas. The project value was $1.6 million and the work consisted of a cofferdam, boat ramp slab with walls and dredging directly in front of the boat ramp structure.





BRIZO CONSTRUCTION
SIMILAR PROJECTS

Rollover Fishing Pier Construction Manager at-Risk (CMAR) - Texas General Land Office

Just prior to the successful completion of the Rollover Pass Closure Project on the Bolivar Peninsula, Brizo was awarded with a CMAR contract by the Texas GLO for a recreational pier to be constructed within the newly developed area. The contract amount for this project is over $31 million.

Construction is currently ongoing.



Rollover Fishing Pier Construction Progress

BRIZO CONSTRUCTION
SIMILAR PROJECTS

TXDOT Galveston Co. SH87, CSJ 0367-02-082

Brizo has completed a $10 million project for the TXDOT installing a 7.5 foot thick layer of 30" rock riprap along SH 87 between High Island and Gilchrest Texas.





BRIZO CONSTRUCTION
SAFETY INFORMATION

Our Commitment to Safety

The Brizo team is committed to the safety of all personnel involved during the Bayshore Park Boat RampProject. Team philosophy will stress that safety is everyone's responsibility, and everyone should monitor for, report and correct unsafe conditions and acts before they develop into accidents. In addition to preventing injuries, a safety program stressing total project involvement will increase our project design, construction, and maintenance operations productivities, resulting in a positive impact on safely completing the project in the least amount of time.

The owner of our company, Cody Lee, is a safety professional himself with a Bachelor's of Science in Safety Engineering and Environmental Science. Consequently, safety stands as one of the cornerstones of our organization, and it is noteworthy that since its inception, no fatalities or major injuries have occurred at any of our project sites.

Brizo Construction maintains a safety program that follows all rules and regulations governing Occupational Safety and Health Standards, as published by OSHA. **We affirm that Brizo, our subcontractors and other affiliates shall continue to follow the guidance provided by OSHA for all operations and work that may be performed as requested in this Solicitation.**

Brizo Construction Safety Program

Brizo Construction maintains a safety program that follows all rules and regulations governing Occupational Safety and Health Standards, as published by OSHA. Our Health, Safety, and Environmental (HSE) Manager, Justin Barham, will be responsible for managing the Project's safety program. Mr. Barham will be responsible for setting up, monitoring, and maintaining our project Health and Safety Program. The projects with which he has been affiliated have consistently ranked as high-performers in terms of incident and accident prevention. Justin shall ensure that a comprehensive Safety and Health orientation will be conducted for all Brizo employees, subcontractors, inspectors, and prior to start of construction operations.

SAFETY PROJECT ORIENTATION

- Initial construction safety awareness and procedures.
- Work Zone safety and housekeeping.
- Hazardous material awareness.
- Safe & proper use of equipment/hand tools.
- Proper usage of PPE.
- How to read a JHA.
- Environmental Permit Requirements.
- Security Considerations.
- Historical Preservation Requirements.

Brizo will ensure that all staff performing work on the contract have the required OSHA training certifications as required in this solicitation. Our safety program is monitored frequently and updated when needed to ensure best practices are followed to work in a safe environment. We perform and document daily safety meetings and provide quarterly training on all our projects. Prior to commencement of work, we will provide the GLO with a project specific safety plan for performing work on all contract related job orders.

Given the sensitive coastal area, Brizo understands the requirement for special work procedures during the undertaking of this Project. Mr. Barham is prepared to implement additional training to all work-site personnel on these procedures.

TEXAS FIRST INSURANCE

January 02, 2025

RE: Workers' Compensation Experience Modifier
Brizo Construction, LLC

To Whom It May Concern:

Please be advised the following experience modifier applies to Brizo Construction, LLC:

2024-2025	(1.06)
2023-2024	(1.47)
2022-2023	(0.87)

If you need any further information, please let me know.

Sincerely,

JD Weinel

JD Weinel, TIIA, CISR
Commercial Account Manager
Phone : 409-934-8032
Fax : 409-935-1883
jd.weinel@texasfirst.insurance

CONTRACT AWARD

CONTRACT FOR: BAYSHORE PARK BOAT RAMP

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: CM222336

Bid No: RFP 25-054

Contractor: Brizo Construction, LLC

Invitation to Bid, General Provisions, Special Provisions, Bid Forms, Non-Collusion Affidavit, Vendor Qualification Packet, Debarment Form, Special Provisions for Construction, Bid Proposal, Affidavit and Surety Forms, Wage Rates, Specifications and Plans attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 80 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of Three hundred thirty-seven thousand two hundred ten Dollars and 00/100 ($337,210.00), payments to be made as described herein.

Performance Bond required: (x) yes ( ) no
Payment Bond required: (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on September 15th, 2025.

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

Brizo Construction LLC.

BY: Thomas W. Sheppard Vice-President
Signature - Title

Thomas W. Sheppard
Printed Name

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

Brizo Construction LLC.

BY: Thos W. Sheppard Vice-President
Signature - Title

Thomas W. Sheppard
Printed Name

EXECUTED this ____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

Brizo Construction LLC.

BY: Thos W. Sheppard vice-President
Signature - Title

Thomas W. Sheppard
Printed Name

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

Brizo Construction LLC.

BY: Thos W. Sheppard Vice-President
Signature - Title

Thomas W. Sheppard
Printed Name

AIA® Document A312™ – 2010

Bond# 0270927

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Brizo Construction, LLC

9100 Canniff Street
Houston, TX 77017

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER:
(Name, legal status and address)
Galveston County
722 Moody Street (21st Street), FL 5
Galveston, TX 77550

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: Three Hundred Thirty-seven Thousand Two Hundred Ten & 00/100 ($337,210.00)

Description:
(Name and location)
Contract No. CM222336: RFP 25-054 - BAYSHORE PARK BOAT RAMP

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Three Hundred Thirty-seven Thousand Two Hundred Ten & 00/100 ($337,210.00)

Modifications to this Bond: [✓] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Brizo Construction, LLC

Signature:
Name Thomas W. Sampson
and Title: Vice President

SURETY
Company: *(Corporate Seal)*
Berkley Insurance Company

Signature: Andrea E. Gorbert
Name Andrea E. Gorbert
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
American Global LLC
10001 Woodloch Forest Dr., Suite 250
The Woodlands, TX 77380

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA® Document A312™ – 2010

Bond# 0270927

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Brizo Construction, LLC

9100 Canniff Street

Houston, TX 77017

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER:
(Name, legal status and address)
Galveston County
722 Moody Street (21st Street), FL 5
Galveston, TX 77550

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: Three Hundred Thirty-seven Thousand Two Hundred Ten & 00/100 ($337,210.00)
Description:
(Name and location)
Contract No. CM222336: RFP 25-054 - BAYSHORE PARK BOAT RAMP

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Three Hundred Thirty-seven Thousand Two Hundred Ten & 00/100 ($337,210.00)

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Brizo Construction, LLC

Signature: _____
Name and Title: Thomas W. Sharpe, Vice President

SURETY
Company: *(Corporate Seal)*
Berkley Insurance Company

Signature: _____
Name Andrea E. Gorbert
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**
American Global LLC
10001 Woodloch Forest Dr., Suite 250
The Woodlands, TX 77380

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

No. BI-10139g

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Kevin T. Walsh, Jr.; Michael A. Marino; or Andrea E. Gorbert of American Global, LLC of Jericho, NY*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest: Berkley Insurance Company

(Seal)

By _____ By _____
Philip S. Welt, Executive Vice President & Secretary
Jeffrey M. Hafter, Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2028

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____, _____.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

Berkley Surety Group
(866) 768-3534 or BSGClaim@BerkleySurety.com

412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

"General Decision Number: TX20250299 09/19/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least $17.75 per hour (or

	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 09/19/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63 **	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00

Concrete Saw Operator.....$ 21.57 0.00

Crane Operator, Hydraulic 80
tons or less.....$ 24.75 0.00

Crane Operator, Lattice Boom
80 Tons or Less.....$ 25.74 0.00

Crane Operator, Lattice Boom
Over 80 Tons.....$ 23.85 0.00

Crawler Tractor Operator.....$ 20.33 0.00

Electrician.....$ 31.46 0.00

Excavator Operator, 50,000
pounds or less.....$ 21.53 0.00

Excavator Operator, Over
50,000 pounds.....$ 22.24 0.00

Flagger.....$ 16.63 ** 0.00

Form Builder/Setter,
Structures.....$ 19.93 0.00

Form Setter, Paving & Curb.....$ 19.32 0.00

Foundation Drill Operator,

Crawler Mounted.....$ 22.25 0.00

Foundation Drill Operator,

Truck Mounted.....$ 26.04 0.00

Front End Loader Operator, 3

CY or Less.....$ 19.72 0.00

Front End Loader Operator,

Over 3 CY.....$ 20.34 0.00

Laborer, Common.....$ 17.12 ** 0.00

Laborer, Utility.....$ 19.11 0.00

Loader/Backhoe Operator.....$ 21.37 0.00

Mechanic.....$ 23.38 0.00

Milling Machine Operator.....$ 21.65 0.00

Motor Grader Operator, Fine

Grade.....$ 23.91 0.00

Motor Grader Operator, Rough.....$ 21.20 0.00

Off Road Hauler.....$ 17.12 ** 0.00

Painter, Structures.....$ 26.40 0.00

Pavement Marking Machine

Operator.....$ 17.12 ** 0.00

Piledriver.....$ 21.48 0.00

Pipelayer.....$ 20.03 0.00

Reinforcing Steel Worker.....$ 22.34 0.00

Roller Operator, Asphalt.....$ 19.79 0.00

Roller Operator, Other.....$ 18.93 0.00

Servicer.....$ 20.33 0.00

Spreader Box Operator.....$ 17.84 0.00

Structural Steel Worker.....$ 22.64 0.00

Truck Driver Lowboy Float.....$ 25.94 0.00

Truck Driver, Single Axle.....$ 21.93 0.00

Truck Driver, Single or

Tandem Axle Dump Truck.....$ 18.60 0.00

Truck Driver, Tandem Axle

Tractor with Semi Trailer.....$ 20.17 0.00

Welder.....$ 20.97 0.00

Work Zone Barricade Servicer.....$ 17.37 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210.

==========

END OF GENERAL DECISION"

GALVESTON COUNTY

BAYSHORE PARK BOAT RAMP

TECHNICAL SPECIFICATIONS



May 15, 2025

Huitt-Zollars Inc.
Firm Registration No. F-761

Huitt-Zollars, Inc.
TBPE Firm Registration #F-761
10350 Richmond Avenue, Suite 300
Houston, Texas 77042
291-496-0066
HZ Project No. R308586.01

TABLE OF CONTENTS

DIVISION 01 GENERAL REQUIREMENTS

010100	SUMMARY OF WORK
010260	MEASUREMENT AND PAYMENT
010270	APPLICATION FOR PAYMENT
010350	MODIFICATION PROCEDURES
010400	COORDINATION
010450	CUTTING AND PATCHING
013000	SUBMITTALS
014000	QUALITY CONTROL
015000	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
015010	TRENCH EXCAVATION SAFETY SYSTEMS
016000	MATERIALS AND EQUIPMENT
016310	SUBSTITUTIONS
017000	CONTRACT CLOSEOUT
017400	WARRANTIES

DIVISION 02 SITEWORK

021000	SITE CLEARING
022000	EARTHWORK
022200	DEMOLITION
023780	RIP RAP AND GRANULAR FILL
025150	CONCRETE PAVEMENTS

DIVISION 03 CONCRETE

031000	CONCRETE FORMWORK
032000	CONCRETE REINFORCEMENT
033000	CAST-IN-PLACE CONCRETE FOR STRUCTURES
033110	SEAL SLABS

*** See Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, November 2014**

END OF TABLE OF CONTENTS

SECTION 010100

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of demolishing the existing Bayshore Park Boat Ramp; constructing a new concrete pavement boat ramp as shown in the plans at Bayshore Park in Galveston County.

B. The Owner for the Project is Galveston County, 722 Moody Avenue, Galveston, Texas 77550. Phone Number is 409-934-8101.

C. Contract Documents were prepared for the Project by the Engineer, Huitt-Zollars, Inc., 10350 Richmond Avenue, Suite 300, Houston, Texas 77042-4248.

1.3 WORK SEQUENCE

A. Contractor shall secure all applicable permits at no cost to the Owner. This project is located within the boundaries of the Bayshore Park, 2700 E Bayshore Dr., Dickinson, Texas and is within the jurisdiction of Galveston County, Texas.

B. Contractor shall notify Owner at 409-934-8101 at least 48 hours prior to any construction commencing.

C. Contact Huitt-Zollars, Inc. at 281-496-0066 at least 48 hours prior to construction.

D. All construction activities shall be coordinated with the Owner.

1.4 CONTRACTOR USE OF PREMISES

A. General: Contractor shall be responsible for application, payment, and receipt of all permits required to conduct activities involved with the project.

B. Use of the Site: Contractor shall confine construction operations to areas within contract limits indicated or as coordinated with the Owner. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner accessibility and maintain traffic as required by the sequence of construction. Keep driveways, entrances and streets near the project area clear and available to traffic at all times. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

2. Contractor shall provide temporary construction fencing around the construction site. Contractor shall be fully responsible for security at the site.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010100

SECTION 010260

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 MEASUREMENT AND PAYMENT

A. It is intent of the Contract that the aggregate amount of unit prices times units of work actually installed shall cover all work required by the Contract Documents, in place, complete, and ready for use.

B. Prices in the Contract Documents include all compensation for full completion of all work items in place, and include providing all labor, materials, tools, equipment, services, supplies, incidentals, and all necessary operations.

C. Work to protect items to remain by installation of temporary construction; including posting of warning signs, placement of protective fencing, barriers, barricades and covers, and restoration of damaged items to remain; will be considered incidental to the various pay items and no separate payment for this work will be made.

D. Work necessary to haul materials from original positions to points of disposition, including excavation of earth materials and utilization in construction or other disposition, will be considered incidental to the various pay items and no separate payment for this work will be made.

E. Work necessary to provide proper drainage during construction; including maintaining sections, existing ditches, channels, culverts, and sewers and including temporary construction and maintenance of ditches and drainage ways, will be considered incidental to the various pay items and no separate payment for this work will be made.

F. No costs in connection with work required by the Contract Documents for proper and successful completion of the Contract will be paid outside of or in addition to prices named in the Contract Documents.

G. Work not specifically set forth in the Contract Documents as pay items shall be considered subsidiary obligations of Contractor and costs shall be included in prices named in the Contract Documents.

H. Method of measurement and basis of payment for unit price work items shall be as stipulated in following paragraphs.

1.2 CONSTRUCTION FACILITIES

A. Mobilization costs shall not exceed 5% of the contract bid amount. Seventy percent (70%) of the mobilization bid amount will be paid upon issuance of the notice to proceed for the contract. The balance of mobilization shall be paid 30 days after the notice to proceed.

B. Site Preparation and Demolition of Existing Facilities:

1. Site preparation shall be paid per one lump sum for the project. Partial payment shall be made as follows: Seventy (70%) percent of lump sum for completion of site preparation activities excluding cleaning, and contract closeout. The remaining thirty (30%) percent of lump sum shall be paid upon completion of demobilization, cleaning of site, and contract closeout activities.

2. Site preparation includes providing labor, materials, tools, equipment and operations necessary to complete work identified below.

3. Site preparation work includes:
   a. Providing, installing and maintaining of, and other Storm Water Pollution Control Measures
   b. Demolition and removal of existing boat ramp components.
   c. Removal and disposal of grasses, vegetation, trees, logs, roots, stumps, brush, rocks, rubbish, debris and other objectionable materials.
   d. Protection of existing facilities to include drainage, sanitary sewer, sidewalk areas, and utilities.
   e. Construction surveying
   f. Activities required in Division 1 specification sections
   g. Control of water and dewatering

END OF SECTION 010260

SECTION 010270

APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

B. This Section specifies administrative and procedural requirements governing each Application for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

C. Related Sections: The following Sections contain requirements that relate to this Section.

1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section 01300 - "Submittals."

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.

B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the last calendar day of the preceding month for each progress payment.

C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.

1. Entries shall match data on the Bid Proposal and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Engineer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Engineer.

F. Certification: Engineer shall field certify the quantities of work completed monthly.

G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.

    a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

H. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Contractor's Construction Schedule (one for each bridge).
4. Schedule of principal products.
5. Schedule of unit prices.
6. Submittal Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from governing authorities for performance of the Work.
11. Initial progress report.
12. Report of preconstruction meeting.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Initial settlement survey and damage report, if required.

I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
2. Administrative actions and submittals that shall precede or coincide with this application include:

    a. Warranties (guarantees) and maintenance agreements.
    b. Startup performance reports.
    c. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    d. Final cleaning.

e. Application for reduction of retainage and consent of surety.
f. Advice on shifting insurance coverages.
g. Final progress photographs.
h. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.

J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Proof that taxes, fees, and similar obligations were paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010270

SECTION 010350

MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 01300 - "Submittals" for requirements for the Contractor's Construction Schedule.
2. Division 1 Section 01027 - "Applications for Payment" for administrative procedures governing Applications for Payment.

1.3 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal requests issued by the Engineer are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
2. Within 20 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Engineer for the Owner's approval.

a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Engineer.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

C. Proposal Request Form: Use forms provided by the Owner for Change Order Proposals.

1.4 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Owner may issue a Construction Change Directive. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.5 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Proposal Request, the Engineer will issue a Change Order for signatures of the Owner and the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010350

SECTION 010400

COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination Drawings.
4. Administrative and supervisory personnel.
5. Cleaning and protection.

1.3 COORDINATION

A. Contact the following at least 48 hours prior to construction:

1. Owner: 281-634-5550.
2. Engineer: 281-496-0066.

B. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
3. Make provisions to accommodate items scheduled for later installation.

C. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1 Preparation of schedules.

2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

E. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1 4 SUBMITTALS

A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.

1. Show the relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Comply with requirements contained in Section 01300 - "Submittals".

B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses, telephone numbers (home and work), pager numbers, and mobile numbers, as applicable.

1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 010400

SECTION 010450

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for cutting and patching.

1.3 SUBMITTALS

A. Cutting and Patching Proposal: Contractor shall submit a proposal describing procedures well in advance of the time cutting and patching will be performed. Request approval to proceed. Include the following information, as applicable, in the proposal:

1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
3. List products to be used and firms or entities that will perform Work.
4. Indicate dates when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
7. Approval by the Owner to proceed with cutting and patching does not waive the Owner's right to later require complete removal and replacement of unsatisfactory work.

1.4 WARRANTY

A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

1 Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

B. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.

1. Comply with requirements of applicable Specification Sections where cutting and patching requires excavating and backfilling.
2. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 010450

SECTION 013000

SUBMITTALS

PART 1 - GENERAL

1.1 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Complete all submittals within 15 days after the Notice to Proceed date.

2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

4. Coordinate all submittals requiring finish and/or color selections so that they are submitted close together and early. The Owner cannot make color/finish selections until all selection samples are provided for proper color/finish coordination. All color/finish selections will be made at the same time on a single list of selections and/or color board.

a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

5. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

a. Allow 2 weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals or if several large submittals are submitted at or close to the same time.
b. If an intermediate submittal is necessary, process the same as the initial submittal.
c. Allow 2 weeks for reprocessing each submittal.
d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
e. The Contractor may indicate on his transmittal any preferred sequence of review or if a later submittal should supersede an earlier submittal.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1 Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. The Engineer will return submittals without review if the Contractor has not previously reviewed the submittal and included his review stamp and comments.

3. When a submitting entity requests specific information on the submittal concerning site and project conditions, or field measurements, the Contractor shall provide that information prior to submitting to the Engineer. If it pertains to information, such as field dimensions, which are not available at the time of the submittal, the added information must be copied to the Engineer when available.

4. Include the following information on the label for processing and recording action taken.

   a. Project name.
   b. Date.
   c. Name, address and telephone/fax number of the Engineer.
   d. Name, address and telephone/fax number of the Contractor.
   e. Name address and telephone/fax number of the subcontractor.
   f. Name, address and telephone/fax number of the supplier
   g. Name of the manufacturer.
   h. Submittal identification number.
   i. Number and title of appropriate Specification Section.
   j. Drawing number and detail references, as appropriate.

C Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. Identify submittal by I.D. number and specification section number and name. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

2. Note on the transmittal and specifically flag on drawings or data sheets any proposed substitution to manufacturers or products listed in the contract documents.

3. Transmittal Form: Use a form which includes the same data and information.

1.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 14 days after the Notice to Proceed date.

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
2. Within each time bar, indicate estimated completion percentage. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
7. Incorporate into the time base an allowance for normal or average rainfall for each month if the activity would be affected by rainfall.

B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.

C. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.

D. Distribution: Following response to the submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

1 When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.3 SUBMITTAL SCHEDULE

A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Contractor shall submit the schedule to the Engineer within 21 calendar days of the Notice to Proceed date.

1. Coordinate Submittal Schedule with the List of Subcontracts and the Contractor's Construction Schedule.
2. Prepare the schedule in chronological order. Provide the following information:

    a. Submittal identification number.
    b. Scheduled date for the first submittal.
    c. Related Section number.
    d. Submittal category (Shop Drawings, Product Data, or Samples).
    e. Name of the subcontractor.
    f. Description of the part of the Work covered.

3. Allow time for resubmittals and reviews.

B Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after substantial impact revisions have been recognized or made. Issue the updated schedule within 3 days following a revision.

1.4 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents or listed acceptable manufacturers/products. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.

4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches .
7. Submittal: Submit one correctable, translucent, reproducible print and three blue- or black-line prints for the Engineer's review. The Engineer will return the reproducible print.
8. Do not use Shop Drawings without Engineer's review stamp indicating "No Exceptions Taken" or "Make Corrections Noted".

C. Distribution: Furnish one set of prints of final submittal to Owner, installer, subcontractor, supplier, manufacturer, fabricator, and others required for performance of construction activities. Show distribution on transmittal forms. Retain one copy for each Operations and Maintenance Manual where required. Include Engineer Review Stamp and any comment made.

1. Do not proceed with installation until a set of prints is in the Installer's possession.

2. Do not permit use of unmarked prints of Shop Drawings in connection with construction.

1.5 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color samples, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:

a. Manufacturer's printed recommendations.
b. Compliance with contract documents.
c. Compliance with trade association standards.
d. Compliance with recognized testing agency standards.
e. Application of testing agency labels and seals.
f. Notation of dimensions verified or to be verified by field measurement.
g. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed by Contractor.

3. Failure to mark applicable information as noted above, will be cause for rejection. Only marked items will be considered and reviewed.

B. Submittals: Contractor shall submit 4 copies of each required submittal. The Engineer will retain three and will return one copy marked with action taken and corrections or modifications required.

1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal, if properly marked.

C. Distribution: Furnish one photocopy of final submittal to Owner, installer, subcontractor, supplier, manufacturer, fabricator, and others required for performance of construction activities. Show distribution on transmittal forms.
Copy only the applicable pages. Retain one copy for each Operations and Maintenance Manual where required. Include Engineer Review Stamp and any comment made.

1. Do not proceed with installation until a copy of Product Data is in the Installer's possession.

2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.6 SAMPLES

A. Submit actual, fully fabricated Samples cured and finished as specified and physically identical with the brick pavers and other material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern. Printed color representations will not be acceptable.

1. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.

a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

2. Submittals: Submit one set. The Engineer will return a copy of the Contractor's transmittal marked with the action taken. In the case of color selections, Engineer will issue a list of colors and finishes selected from all of the samples.

a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

1.7 ENGINEER'S ACTION

A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return it to the Contractor.

1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:

1. If returned "Contractor Has Not Approved", Contractor shall review the submittal, mark or make notation as applicable, affix the Contractor's review stamp, sign and date the stamp and then resubmit.

2. If returned "No Exceptions Taken", Contractor shall distribute copies as required for Final Submittal and proceed with the work.

3. If returned "Make Corrections Noted", Contractor shall distribute copies as required for Final Submittal and proceed with the work based upon the noted corrections or comments.

4. If returned "Revise and Resubmit", Contractor shall have the submittal corrected according to the marks and comments and then resubmit in the same manner as the initial submittal, following Contractor's review. Add "(R-1)" to the submittal identification number for the first resubmittal, "(R-2)" for the second resubmittal, etc.

5. If returned "Rejected", Contractor shall resubmit after making adjustments or changes, responding to the reason for the rejection.

C. Final Submittal:

1. Final Submittal will be returned "No Exceptions Taken" or "Make Corrections Noted". Contractor may proceed with the work (based on noted corrections or comments, if provided) and distribute prints of the reproducibles submittal as follows:

   a. Distribute one set of prints to each entity that will be affected by the submittal data or must coordinate with that submitting entity.
   b. Retain one set of prints where required for each Operations and Maintenance Manual.
   c. Retain one set of prints as a "Record Document".
   d. Retain construction and record sets as required for Contractor's use.
   e. Return the reproducible to the entity which prepared the submittal. Engineer will forward one copy to the Owner.
   f. Do not use, or allow others to use, submittals marked "Contractor has Not Approved", "Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.

D. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013000

SECTION 014000

QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality-control services.

B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Engineer.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
3. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

E. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 01045 - "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
2. Section 01300 - "Submittals" specifies requirements for development of a schedule of required tests and inspections.

1.3 RESPONSIBILITIES

A. Responsibilities: The Owner shall employ and pay a qualified independent testing agency to provide inspections, tests, and other quality-control services.

B. Retesting: The Contractor is responsible for the cost of retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.

C. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1 The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.4 SUBMITTALS

A. The Owner's independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Engineer.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Section 01045 - "Cutting and Patching".

B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.

C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 014000

SECTION 015000

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.

B. Security and protection facilities include, but are not limited to, the following:

1. Barricades, warning signs, and lights.
2. Environmental protection.

1.3 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within 15 days of the Notice to Proceed date, submit a schedule indicating implementation and termination of each temporary utility.

1.4 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department, and rescue squad rules.
5. Environmental protection regulations.
6. Texas Manual of Uniform Traffic Control Devices.

B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the Engineer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.

B. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.

C. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.

1. Provide separate facilities for male and female personnel.

D Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

1. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

E. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.

3.3 SUPPORT FACILITIES INSTALLATION

A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.

1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion.

B. Temporary Signs: Prepare and install signs to provide directional information to the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.

C. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.

D. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Contractor shall remove all waste. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Engineer.

B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Cover all excavations during periods of non-construction.

D. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

C. Termination and Removal: Unless the Engineer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 015000

SECTION 015010

TRENCH EXCAVATION SAFETY SYSTEMS

PART 1 - GENERAL

A. American Society for Testing and Materials (ASTM):
A 307, Carbon Steel Bolts and Studs 60,000 psi Tensile Strength
A 328, Steel Sheet Piling
A 36, Structural Steel
A 572, High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality
A 588, High-Strength Low-Alloy Structural Steel with 50 ksi (345 MPa) Minimum Yield Point to 4-In. (100 mm) Thick
A 690, High-Strength Low-Alloy Steel H-Piles and Sheet Piling for Use in Marine Environments

B. American Welding Society, Inc. (AWS):
D1.1, Structural Welding Code - Steel

C. Code of Federal Regulations (CFR):
29CFR1926, Safety and Health Regulations for Construction; Subpart P-Excavations, Trenching, and Shoring

1.1 DESCRIPTION

A. Trench excavation safety systems shall be employed to accomplish safety from trench collapses where trench excavation is more than 5 ft. in depth and trench material is other than solid rock.

1.2 SUBMITTALS

A. When trench safety system as detailed in Contract Documents is used, submit Certificate of Compliance stating evidence or basis of compliance.

B. When trench safety system other than that detailed in Contract Documents is used:
1. Submit certificate signed and sealed by registered professional engineer licensed in State of Texas.
2. Certificate shall state that system is designed in compliance with Occupational Safety and Health Administration (OSHA) standards and this Section.
3. Submit certificate prior to commencing work.
4. Drawings, and specifications if deemed necessary by registered professional engineer, signed and sealed, as responsible engineer, by registered professional engineer referred to above.
   a. Drawings shall illustrate system and locations where system will be installed.
   b. Submit drawings and specifications for review prior to commencing work.
   c. Review by A-E will be for sole purpose of verifying that required certificate and drawings and specifications have been signed and sealed by registered professional engineer.

C. If portable trench box other than specified is used, submit certification of design by registered professional engineer, licensed in State of Texas, prior to use on project.

D. When trench jacks are used for crossbracing or stringers, provide certification by registered professional engineer that trench jacks provide necessary protection.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Meet requirements of 29CFR1926, OSHA Safety and Health Regulations For Construction, Subpart P-Excavations, Trenching, and Shoring.

B. Supervision: Provide competent supervisory personnel at each trench while work is in progress to ensure that Contractor's means, methods, techniques, sequences, procedures, equipment, and materials pertaining to trench safety systems are sufficient to meet State of Texas' and OSHA Standards and Regulations requirements and to determine which systems shown on Drawings or prepared by Contractor's registered professional engineer should be used for site soil conditions including any ground water.

PART 2 - PRODUCTS

2.1 STEEL

A. Sheet Piling:
1. ASTM A 328.
2. ASTM A 572, Grade 50.
3. ASTM A 690.

B. Stringers and Crossbracing: ASTM A 588.

C. Portable Trench Boxes:
1. ASTM A 36.
2. Acceptable product: "LHD Series Trench Box", Griswold Machine and Engineering, Inc., M-60 East, Union City, Michigan (800-248-2054).

D. Connecting Bolts: ASTM A 307.

E. Welds: AWS D1.1.

PART 3 - EXECUTION

3.1 INSPECTION

A. Make daily, periodic, or full time inspections as necessary to ensure that trench excavation safety systems meet requirements.

B. If evidence of possible cave-ins or slides is apparent, cease work in trench until necessary precautions have been taken to safeguard personnel entering trench.

C. Maintain records of inspections.

D. Observations or inspections by Owner or A-E are for benefit of Owner only and are not to be relied upon for purposes of construction operations.

3.2 CONSTRUCTION

A. Construct, install, and maintain trench excavation safety system in accordance with Contract Documents or design prepared by Contractor's registered professional engineer.

B. Portable Trench Boxes:
1. In cases where top of portable trench box will be below top of trench, trench sides above top of trench box shall be sloped outward at angle of repose of material being excavated.
2. Portable trench box shall be operated on bottom of trench at all times.

C. Sloping is prohibited in areas where sloped trench will affect integrity of existing structures.

3.3 MAINTENANCE

A. Maintain trench safety system in safe working condition.

B. Take necessary precautions to ensure that trench safety system is not damaged during use.

C. If trench safety system is damaged during use, remove personnel from trench or excavated area immediately and repair trench safety system.

D. Take necessary precautions to ensure that no loads, except those included in trench safety system design, are imposed on excavation.

3.4 REMOVAL

A. Bed and backfill pipe or box culvert to be installed in trench to point at least 1 ft. above top of pipe or box culvert prior to removal of any portion of trench safety system.

B. Bedding and Backfill: As specified or as shown on Drawings.

C. Backfilling and removal of trench supports shall progress together from bottom of trench upwards.

D. Do not remove braces or trench supports or trench safety system until all personnel have evacuated trench.

E. Backfill trench to within 5 ft. of natural ground prior to removal of entire trench safety system.

F. None of trench safety system shall remain in place after backfilling.

END OF SECTION 015010

SECTION 016000

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

1.3 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

    a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
    b. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.

2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

A. Product List: Contractor shall prepare a list showing products specified in tabular form acceptable to the Engineer. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

1. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.
2. Form: Prepare product list with information on each item tabulated under the following column headings:

    a. Related Specification Section number.

b. Generic name used in Contract Documents.
c. Proprietary name, model number, and similar designations.
d. Manufacturer's name and address.
e. Supplier's name and address.
f. Installer's name and address.
g. Projected delivery date or time span of delivery period.

3. Initial Submittal: Within 15 days after Notice to Proceed date, submit 3 copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
4. Completed List: Within 45 days after Notice to Proceed date, submit 3 copies of the completed product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
5. Engineer's Action: The Engineer will respond in writing to Contractor within 2 weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Engineer's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.

B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the Work:

1. No available domestic product complies with the Contract Documents.
2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.

D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:

a. Name of product and manufacturer.
b. Model and serial number.

c. Capacity.
d. Speed.
e. Ratings.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.

B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:

1. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
2. Semiproprietary Specification Requirements: Where Specifications name 2 or more products or manufacturers, provide 1 of the products indicated. No substitutions will be permitted.

a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions of Section 01631 - "Substitutions" to obtain approval for use of an unnamed product.

4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.

    a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.

6. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
7. Visual Matching: Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.

    a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.

8. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner will select the color, pattern, and texture from the product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Per manufacturer's requirements, anchor each product securely in place, accurately located and aligned with other Work.

    1 Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 016000

SECTION 016310

SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUBMITTALS

A. Substitution Request Submittal: The Engineer will consider requests for substitution if received within 10 days after Notice to Proceed. Requests received more than 10 days after commencement of the Work will be rejected.

1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for normal submittals, except accompanied by a written request for substitution.
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed substitution.
b. A detailed comparison of specified and other significant qualities of the proposed substitution with those of the Work and products or products of manufacturers specified. Significant qualities may include elements, such as performance, weight, size, durability, visual effect, test results, warranty, and suitability. Where there are differences, data must show how the substituted product is either equivalent to or better than those listed in the specifications.
c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
d. Samples, where applicable or requested.
e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
f. Cost information, including a proposal of the net change, if any in the Contract Sum.
g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated, or clearly state differences and show how the substitution is equivalent or better.
h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Engineer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Engineer. If one or more of the following conditions are not satisfied, the Engineer will return the requests without action except to record noncompliance with these requirements.

1. Revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is timely, fully documented, and properly submitted.

4. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
6. The specified product or method of construction cannot meet the requirements of a governing authority, and the requested substitution can.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.

B. The Contractor's submittal and the Engineer's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute acceptance of the Product, Method, or process.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 016310

SECTION 017000

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

1. Inspection procedures.
2. Project record document submittal.
3. Operation and maintenance manual submittal.
4. Submittal of warranties.
5. Final cleaning.

B. Closeout requirements for specific construction activities are also included in the appropriate Sections in Divisions 2 and 3.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.

    a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Advise the Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra stock, and similar items.
7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Engineer will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer.
4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit a final liquidated damages settlement statement.
7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The Engineer will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer.

1. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance. If the Work is incomplete, the Engineer will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Engineer's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
3. Note related change-order numbers where applicable.
4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
3. Note related record drawing information and Product Data.
4. Upon completion of the Work, submit record Specifications to the Engineer for the Owner's records.

D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
3. Upon completion of markup, submit complete set of record Product Data to the Engineer for the Owner's records.

E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Engineer for the Owner's records.

F Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions.
2. Copies of warranties.
3. Inspection procedures.
4. Shop Drawings and Product Data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Identification systems.
7. Control sequences.
8. Hazards.
9. Cleaning.
10. Warranties and bonds.
11. Maintenance agreements and similar continuing commitments.

3.2 FINAL CLEANING

A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Section 01500 - "Construction Facilities and Temporary Controls".

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.

a. Remove labels that are not permanent labels.
b. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore surfaces to their original condition.
c. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

END OF SECTION 017000

SECTION 017400

WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 01300 - "Submittals" specifies procedures for submitting warranties.
2. Division 1 Section 01700 - "Contract Closeout" specifies contract closeout procedures.
3. Divisions 2 through 3 Sections for specific requirements for warranties on products and installations specified to be warranted.
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents.

The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within 15 days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.

C. Forms for special warranties are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.

1. Refer to Divisions 2 through 3 Sections for specific content requirements and particular requirements for submitting special warranties.

D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

E. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017400

SECTION 021000

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED SECTIONS

A. Section 02200: Earthwork

1.2 SUMMARY

A. This Section includes the following:

1. Removing above- and below-grade items.

1.3 PROJECT CONDITIONS

A. Traffic: Conduct site-clearing operations to ensure minimum interference with traffic, adjacent roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.

1. Restore damaged improvements to their original condition, as acceptable to property owners.

1 4 EXISTING SERVICES

A. General: Indicated locations are approximate; determine exact locations before commencing Work.

B. Arrange and pay for disconnecting, removing, capping, and plugging utility services if necessary. Notify affected utility companies in advance and obtain approval before starting this Work.

C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

A. General: Remove grass and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove items elsewhere on site or premises as specifically indicated.

3.2 FILLING AND ROUGH GRADING

A. Depressions and areas below grade in site area shall be filled to original rough grade elevations.

B. Fill to rough grade elevations with select fill as defined in Section 02200, when fill obtained from high areas is exhausted.

C. Compact fill to preclude further consolidation.

D. Rough Grading:

1. Site shall be rough-graded to eliminate holes and sharp breaks in grade and to fit into area drainage pattern.
2. Maintain existing system or establish temporary drainage system to prevent flooding, sedimentation, or erosion damage to project site.

3.3 DISPOSAL OF WASTE MATERIALS

A. Burning on Owner's Property: Burning is not permitted on Owner's property.

B. Removal from Owner's Property: Waste materials shall be property of the Contractor and shall be removed from Owner's property. Contractor shall properly and legally dispose of waster materials.

END OF SECTION 021000

SECTION 022000

EARTHWORK

PART 1 - GENERAL

RELATED SECTIONS

A. Section 02100: Site Clearing

B. Section 02243: Lime Stabilized Subgrade.

REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM):
D 1556, Density of Soil in Place by the Sand-Cone Method
D 2922, Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
D 698, Moisture-Density Relations of Soils and Soil- Aggregate Mixtures Using 5.5 lb. (2.49-kg) Rammer and 12 in. (305-mm) Drop

1.1 DEFINITIONS

A. Soil Compaction to Percentage of Maximum Density: 1. Compaction to density not less than stated percentage of oven-dry maximum density at optimum moisture content as determined by standard method of test ASTM D 698 (Method A) shall be abbreviated "percent maximum density ASTM D 698 (Standard Proctor)"

1.2 DESCRIPTION

A. Major Operations:
1. Complete preparation of rights-of-way and lots, including:
   a. Removal and disposal of vegetation, trash, debris, and deleterious and objectionable materials.
   b. Protection of items to remain.
   c. Removal and disposal of minor structures, clearing and grubbing, and backfilling of depressions.
   d. Stripping and stockpiling of topsoil.
2. Excavate materials in areas of cut to established lines, grades, cross sections, and slopes and utilize excavated materials and borrow materials of specified characteristics to place fills and to spread on adjacent lots stripped and prepared to receive fill.
3. Process and compact subgrades including lime and cement subgrade stabilization as required.
4. Finish subgrades and entire rights-of-way ready for subsequent construction including construction of roadway paving.

1.3 SUBMITTALS

A. Submit to Owner certified copies of laboratory test results made to determine optimum moisture content, plasticity index (P.I.), liquid limit, gradation, and other characteristics of soils necessary for field quality control of subgrade compaction.

1.4 PROTECTION

A. Refer to "Protection" article in General Requirements.

PART 2 - EXECUTION

2.1 CLASSIFICATION OF EXCAVATED MATERIALS

A. Excavated materials will be unclassified.

B. Excavate materials encountered without exception.

C. No separate or extra compensation will be made or any special consideration given based on types of materials encountered.

2.2 BLASTING

A. Use of explosives will not be permitted.

2.3 SITE PREPARATION

A. Earthwork includes clearing and grubbing, removing and disposing of vegetation, debris, rubbish, objectionable materials and minor obstacles to construction within construction areas as work incidental to earthwork.

2.4 STRIPPING

A. Before excavation or placement of embankments or fills, strip surface of topsoil to depths encountered.

B. Stockpile topsoil free of grasses and vegetation at locations as directed.

2.5 EXCAVATION

A. Perform excavation of materials encountered within grading limits of project to lines and grades indicated.

B. No extra payment will be made because of subsurface soil conditions requiring removal of rock, boulders, hard-pan or other classes of excavation; materials encountered shall be excavated as required by construction without claim for extra compensation because of subsurface soil conditions.

C. Transport suitable excavated material to and place in fill areas as required within limits of roadway and freehaul and spread excess excavated materials on adjacent lots at locations selected by the Owner.

D. Excavated materials shall not be treated as excess or waste materials unless specifically designated.

E. Stripped materials containing organic and objectionable materials shall be treated as waste material.

F. Maintain existing sections and ditches to ensure proper drainage.

G. Construct and maintain ditches and channels to avoid damage to sections.

2.6 FILLS

A. Ground Surface Preparation:
1. Remove and dispose of, as waste material, top layer of soil containing roots, grasses, and other vegetable and organic materials.
2. Backfill stump holes or other small excavations with fill material and compact to density of adjacent in situ soils.
3. Scarify roadbed areas to 6 in. depth minimum.
4. Scarify or plow areas outside roadbed areas to depth of 4 in. minimum.
5. Recompact loosened natural ground material with new material.

B. Formation of Embankments and Fills:
1. Construct at locations and to lines and grades, typical sections, detailed sections, and slopes indicated within limits of work.
2. Use earth free from roots or other organic material, trash, frozen material, and rock, stones, or clods of hard earth having maximum dimension greater than 2 in.
3. Utilize materials excavated from within project limits for fill and to construct embankments and fills.
4. Construct in layers approximately parallel to finished grade surface and compact.
5. Construct in successive layers for full width of individual cross section and in lengths as best suited to sprinkling and compaction methods utilized.
6. Form layers by utilizing equipment which will spread material as it is dumped or spread by blading or other acceptable methods from piles or windrows dumped from excavating or hauling equipment in amounts such that material is evenly distributed.
7. Where layers of unlike materials abut each other, mix each material to prevent abrupt changes in soil.
8. No material placed by dumping in a pile or windrow shall be incorporated in a layer in that position, but such piles or windrows shall be moved by blading or similar methods.
9. Break clods or lumps of material and mix material by blading, harrowing, disking or similar methods to obtain material of uniform consistency in each layer.
10. In order to facilitate uniform wetting of material, water may be applied at material source.
11. At cut and fill sections, scarify earth cuts in hill side to subgrade 6 in. depth, mix material, reshape by blading, adjust moisture content of soil, and compact to same density as that required for adjacent embankment.
12. Depth for compaction for each lift shall not exceed loose measurement depth specified in "Compaction".
13. Prior to and in conjunction with compaction operation, bring each layer to moisture content as specified in "Compaction", and keep leveled with suitable equipment to insure uniform compaction over entire layer.
14. In conjunction with formation of embankments and fills, compact fill material as specified in "Compaction".
15. Seal exposed fill surface with smooth roller when rainfall occurs to prevent infiltration of runoff.
16. Grade fill to prevent ponding of runoff.

2.7 SUBGRADE PREPARATION FOR PAVEMENT

A. Subgrade Stabilization Requirements:
   1. Lime stabilize clay subgrade to depth of 6 in.: Refer to Section 02243.

B. Construction Requirements:
   1. Construct subgrade to lines, grades, and typical sections indicated allowing for full thickness of pavement section.

   2. Beneath subgrade lime stabilized depth, compact to 95 percent maximum density, ASTM D698, Standard Proctor.

C. Subgrade Protection:
   1. Keep subgrade shaped and drained during construction.
   2. Maintain ditches and drains along subgrade to drain effectively.
   3. Bring subgrade to grade when ruts of 2 in. or more in depth occur in subgrade, reshape if required, and recompact prior to placing of paving or base.
   4. Storage or stockpiling of materials on subgrade will not be permitted.
   5. Do not place subsequent construction until subgrade has been properly prepared and in no case shall subsequent construction be placed on muddy or soft subgrade.
   6. Should subgrade lose required stability, density, or finish before subbase or base course is placed, recompact and refinish subgrade.
   7. Prevent excessive loss of moisture in subgrade by sprinkling, sealing, or covering with subsequent layer or granular material.
   8. Excessive loss of moisture shall be construed to exist when subgrade soil moisture content is more than two percent below optimum.

2.8 COMPACTION

A. Compact in uniform layers, not exceeding required loose thickness, dry or moisten as necessary to obtain moisture content not more than one percent below or more than two percent above optimum moisture content and compact to density as follows:
   1. Roadways subgrade: not less than 95 percent of Standard Proctor (ASTM D698).
   2. Lot fill: 86 to 92 percent of Standard Proctor (ASTM D698).

B. Each layer shall be uniform as to material, density, and moisture content before compaction.

C. Conduct density tests after each layer has been compacted.

D. If material fails to meet density specified or moisture content is outside required range, rework layer to obtain specified results and alter compaction methods on subsequent work.

E. Maximum thickness of uniform layers, loose measurement, shall be as follows:
   1. Mechanical hand tamper and hand compaction equipment and procedures: 4 in.
   2. Pneumatic tired roller: 6 in.
   3. Tamping rollers: 12 in.

F. Compacting equipment and method of compaction shall ensure uniform density will be obtained over entire area and depth of material being compacted.

G. Break up and spread fill material deposited in place by means of dumping in pile before grading into uniform layers.

H. Start rolling longitudinally at sides and proceed toward center of crowned sections, or start longitudinally at low side and proceed toward high side of sloped areas, overlapping on successive trips by at least half width of roller unit.

I. Mechanical Hand Tampers: Use in areas inaccessible to roller equipment.

2.9 FINISHING

A. Description: Finishing shall consist of shaping and finishing entire right-of-way.

B. Construction Methods:
1. Smoothly shape roadway shoulders, slopes and ditches after other work has been completed, except for exactness of finish as required.
2. Clear ditches and channels within right-of-way of debris and obstructions.
3. Level excess earth or other waste material adjacent to structures, poles, trees, or other objects or dispose of, as required.
4. Remove loose stones, rocks and boulders within construction areas that would fail to pass 2 in. ring; dispose of as required.
5. Remove roots, trash and other debris from Owner's controlled land; place entire construction area in neat and presentable condition.
6. Dragging, pushing or scraping of material along or across surface of completed pavement will not be permitted.
7. Continuously maintain sections until acceptance of work.
8. Finish surface not more than 0.10 ft. above or below established grade or cross section.
9. Finish ditches and gutters to drain readily.
10. Regrade disturbed area to original grade where existing grade is disturbed in areas not marked to be graded.

2.10 FIELD QUALITY CONTROL

A. Frequency and Types of Tests:
1. Laboratory shall test compacted general fill, embankment, and backfill as follows:
   a. Take one field density test minimum for every 1000 cu. yds. of material placed, ASTM D 1556 or ASTM D 2922.
2. Laboratory shall test subgrade:
   a. Take one field density test for every 1000 sq. yds. of compacted layer in compliance with ASTM D 1556 or ASTM D 2922.

2.11 EXCESS MATERIAL

A. Excavated and topsoil materials in excess of that used to construct required fills, embankments, stockpiles and topsoiled areas shall remain property of Owner and shall be freehauled, stockpiled or spread on Owner's property at locations selected by Owner.

2.12 DISPOSAL OF WASTE MATERIALS

A. Waste materials such as trash, debris, cleared and grubbed materials, grasses and vegetation and topsoil contaminated with vegetation, and unsuitable, unusable, and undesirable materials necessary to be removed from construction area or designated by Owner to be removed as waste materials shall be classified as follows:
1. Combustible waste materials: Materials feasible, practical and non-toxic to dispose of by burning, including cleared and grubbed materials.
2. Incombustible waste materials: Materials not burnable, not feasible, and not practical to dispose of by burning.

B. Combustible waste materials and incombustible waste materials shall become property of Contractor and legally disposed of outside limits of Owner's controlled property.

2.13 TOPSOIL

A. Distribute suitable topsoil on areas indicated to minimum depth of 4 in.

B. Suitable topsoil from stripping operations may be used.

2.14 EXISTING FENCING

A. Mend damage to existing fencing to remain and provide temporary fencing to maintain function of fencing that is damaged until damage to existing fencing is restored or replaced.

END OF SECTION 022000

SECTION 022200

DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Demolishing and removing pavement, curbs, concrete boat ramp components and other items identified in the plans.

B. Disposing of demolished materials.

1.2 MEASUREMENT AND PAYMENT

A. Work under this specification shall be incidental to the other project work.

1.3 SUBMITTALS

A. Submittals shall conform to requirements of Section 01300 - Submittals.

B. Submit proposed methods, equipment, materials and sequence of operations for demolition. Describe coordination for shutting off, capping, and removing temporary utilities. Plan operations to minimize temporary disruption of utilities to existing facilities or adjacent property.

C. Submit proposed demolition and removal schedule for approval. Notify Owner and the local municipality having jurisdiction in writing at least 48 hours before starting demolition.

D. Obtain a permit for demolition, as required.

1.4 OWNERSHIP OF MATERIAL AND EQUIPMENT

A. Demolished materials become the property of the Contractor.

1.5 ENVIRONMENTAL CONTROLS

A. Minimize spread of dust and flying particles. If required by governing regulations, use temporary enclosures and other suitable methods to prevent the spread of dust, dirt and debris.

B. Use appropriate controls to limit noise from demolition to levels designated in City ordinances.

C. Do not use water where it can create dangerous or objectionable conditions, such as localized flooding, erosion, or sedimentation of nearby ditches or streams.

D. Dispose of removed equipment, materials, waste and debris in a manner conforming to applicable laws and regulations.

PART 2 PRODUCTS

2.1 EQUIPMENT AND MATERIALS FOR DEMOLITION

A. Use equipment and materials approved under Paragraph 1.03, Submittals.

B. Fires are not permitted.

C. Do not use a "drop hammer" where the potential exists for damage to underground utilities, structures, or adjacent improvements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Prior to demolition, make an inspection with Owner to determine the condition of existing structures and features adjacent to items designated for demolition.

B. Do not proceed with demolition or removal operations until after the joint inspection and subsequent authorization by Owner.

3.2 PROTECTION OF PERSONS AND PROPERTY

A. Provide safe working conditions for employees throughout demolition and removal operations. Observe safety requirements for work below grade.

B. Maintain safe access to adjacent property and buildings. Do not obstruct roadways, sidewalks or passageways adjacent to the work.

C. Perform demolition in a manner to prevent damage to adjacent property. Repair damage to Owner's property or adjacent property and facilities.

D. The Contractor shall be responsible for safety and integrity of adjacent structures and shall be liable for any damage due to movement or settlement. Provide proper framing and shoring necessary for support. Cease operations if an adjacent structure appears to be endangered. Resume demolition only after proper protective measures have been taken.

E. Erect and maintain enclosures, barriers, warning lights, and other required protective devices.

3.3 UTILITY SERVICES

A. Follow rules and regulations of authorities or companies having jurisdiction over communications, pipelines, and electrical distribution services.

B. Notify and coordinate with utility company and adjacent building occupants when temporary interruption of utility service is necessary.

3.4 PAVEMENT DEMOLITION

A. Demolish pavement to depth necessary to meet requirements of plans and specifications. Where no limits are shown, the limits shall be 4 inches outside new items to be installed. Removals beyond these limits shall be at the Contractor's expense; satisfactorily reconstruct excess removals.

B. Where existing concrete and/or asphalt must be removed, but will be replaced subsequently:

1. Make initial cut with a concrete saw; do not cut reinforcement.

2. After removing concrete, cut cross bars at center of breakout and protect for subsequent concrete work.

3.5 DISPOSAL

A. Remove from the site all items contained in or upon the structure not designated for reuse or salvage. Follow method of disposal as required by regulatory agencies.

3.6 BACKFILL

A. Backfill holes in accordance with specification sections governing materials indicated on Drawings. Where no material is indicated, backfill with approved borrow and compact to a density of 90 percent standard Proctor.

B. Do not backfill with material from demolition unless approved by Owner.

END OF SECTION 022200

SECTION 023780

RIP RAP AND GRANULAR FILL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for furnishing and installing riprap and granular fill and filling and burying riprap, when required.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment is made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.

B. Measurement and payment is as noted on the Unit Price Schedule.

C. Refer to Section 010260 - Measurement and Payment for unit price procedures.

D. Excavation for riprap and buried riprap will not be measured separately, but is incidental to riprap surface measurement.

E. Riprap and granular fill used in toe walls, grade beams or termination trenches are incidental to surface measurement.

F. On-site topsoil will not be measured and paid separately, but is incidental to riprap surface measurement.

G Imported topsoil will be paid for as noted on the Unit Price Schedule.

1.3 DELIVERY, STORAGE AND HANDLING

A. Keep the storage area clean, firm, smooth and well drained in order that the product can be placed with a minimum of foreign matter.

B. Stockpile and handle riprap and granular fill to minimize segregation of particle sizes either in the stockpile or while loading, hauling and handling

PART 2 - PRODUCTS

2.1 RIP RAP

A. Provide riprap consisting of broken concrete or stone. Provide riprap that is dense, durable and hard material free from cracks, seams and other defects which would increase deterioration from handling and natural causes.

B. Shape and Dimensions.
1. Provide riprap in cubic form, rather than elongated (flat) shapes.
2. Provide riprap with a minimum thickness of 6 inches.

3. No more than 25 percent shall have a length greater than 2-1/2 times the width or thickness. No length shall exceed 3 times the width or thickness.

C. Do not provide spalls, fragments and chips exceeding 5 percent by weight. The dimension and shape limitations do not apply to this portion of the riprap.

D. Where broken concrete is used, cut exposed metal flush with the surface prior to placing the riprap.

E. Provide riprap conforming to the following tables:

TABLE 2

RIPRAP GRADATION NO. 2

Percent	Stone Weight Lbs.		Volume Cubic Ft (2)		Cubical Shape Ft (Each Side)		Spherical Shape Ft (Dia.)	
Lighter by Weight	Lower Limit	Upper Limit	Lower Limit	Upper Limit	Lower Limit	Upper Limit	Lower Limit	Upper Limit
100	260	640	1.73	4.27	1.20	1.62	1.49	2.01
50	130	200	0.87	1.33	0.95	1.10	1.18	1.37
15	40	150	0.27	1.00	0.64	1.00	0.80	1.24

Notes:

1. The theoretical cube and sphere size is presented for guidance only. Paragraph 2.1 shall control riprap shape and dimensions.
2. Volume is based on 150 pcf, unit weight.
3. Riprap Gradation No. 2 is to be used where a 24 inch thick riprap mat is noted on the Plans.

2.2 GRANULAR FILL

A. Provide granular fill consisting of concrete or stone. Provide granular fill that is dense, durable and hard material.

B. Provide granular fill, as shown on the Plans or as directed by the Engineer, to the following dimensions:

1. Provide 3 inch to 5 inch granular fill with no material diameter less than 3 inches and no material diameter greater than 5 inches.
2. Provide 4 inch to 8 inch granular fill with no material diameter less than 4 inches and no material diameter greater than 8 inches.
3. Provide riprap Gradation No. 1 and Gradation No. 2 as shown on the Plans or as directed by the Engineer.

C. Do not provide spalls, fragments and chips exceeding 5 percent by weight.
D. Where broken concrete is used, cut exposed metal flush with the surface prior to placing granular fill.

PART 3 - EXECUTION

3.1 GRADE PREPARATION

A. Refer to Section 02241 - Care and Control of Water.

B. Trim and dress the channel bottom and side slopes to proper lines and grade prior to placing riprap or granular fill.

C. The Engineer will inspect prepared section prior to placing riprap or granular fill.

3.2 EXCAVATION AND FILL

A. Excavate the channel. Refer to Section 02315 - Excavating and Backfilling.
B. Excavate for riprap. Refer to Section 02316 - Structural Excavating and Backfilling.

3.3 RIPRAP OR GRANULAR FILL PLACEMENT

A. Place the riprap or granular fill to the slopes, lines and grades as shown on the Plans.

B. To establish a well-graded mass of riprap with minimal voids, fill voids between larger riprap blocks with spalls and smaller blocks of the largest feasible size to form a compact mass. Do not place spalls and small blocks in place of larger size riprap or granular fill.

C. Install riprap and granular fill mat to the thickness as shown on the Plans. Riprap shall have minimum mat thickness as shown on the gradation tables.

D. Place the riprap and granular fill to avoid displacement or damage to the prepared surface and in a manner to avoid segregation of particle sizes.

E. Fill riprap voids and bury riprap a minimum of 6 inches with topsoil on side slopes as directed by the Engineer.

END OF SECTION 023780

SECTION 025150

CONCRETE PAVEMENTS

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

A. A 615, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
C 31, Making and Curing Concrete Test Specimens in the Field
C 33, Concrete Aggregates
C 42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
C 94, Ready-Mix Concrete
C 131, Test for Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine
C 138, Test for Unit Weight, Yield and Air Content (Gravimetric) of Concrete
C 143, Test for Slump of Portland Cement Concrete
C 150, Portland Cement
C 171, Sheet Materials for Curing Concrete
C 231, Test for Air Content of Freshly Mixed Concrete by the Pressure Method
C 260, Air-Entraining Admixtures for Concrete
C 309, Liquid Membrane-Forming compounds for Curing Concrete
C 494, Chemical Admixtures for Concrete

1.2 HANDLING AND STORAGE

A. Do not mix different classes of aggregate without written permission of the Owner.

B. Segregated aggregate will be rejected. Before using aggregate whose particles are separated by size, mix them uniformly to grading requirements.

C. Aggregates mixed with dirt, weeds or foreign matter will be rejected.

1.3 SUBMITTALS

A. Submittals shall be made under provisions of Section 01300.
1. Design Mix: Submit the design mix and test data on the proposed design mix for each type and strength of concrete in the project. The design mixes shall be prepared by a certified independent testing laboratory employed and paid by the Contractor.

2. Joint Layout: The Contractor shall submit a concrete pavement joint layout to the Owner for review and approval prior to construction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portland Cement: ASTM C 150, Type II.

B. Water: Furnish clean, drinkable water free from injurious amount of oils, acids, alkalis or other deleterious substances.

C. Coarse Aggregate: ASTM C 33.

D. Fine Aggregate: ASTM C 33.

E. Reinforcing Steel: ASTM A 615, Grade 60.

F. Air Entraining Agent: ASTM C 260.

G. Water Reducer: ASTM C 494 Chemical Admixture for Concrete Type A may be used if required to improve the workability of concrete. The amount and type of such admixture shall be subject to approval by the Owner.

H. Expansion Joint Material: Clear all heart Redwood board with density after oven dried to constant weight of 30 lb. per cu. ft. maximum or asphalt impregnated fiberboard conforming to ASTM D1751.

I. Joint Sealing Compound: Conform hot-poured rubber-asphalt compound to ASTM D 3405/6690.

J. Load Transmission Devices: Provide smooth steel bar dowel, as shown. Steel bars must conform to standards of ASTM A 615 Deformed and plain Billet-Steel Bars for Concrete Reinforcement, Grade 60.

K. Metal Supports for Reinforcing Steel and Joint Assembly: Employ metal of approved shape and size as required to maintain clear distances.

L. Cover Materials for Curing: Curing materials shall conform to one of the following:
1. Polyethylene Film: Polyethylene film shall be opaque pigmented white in color and shall conform to the requirements of ASTM C 171 Sheet Materials for Curing Concrete.
2. Waterproofed Paper: Waterproofed paper used for curing shall conform to the requirements of ASTM C 171.

2.2 PROPORTIONING

A. Responsibility: Prior to the start of paving operations and after approval of all material to be used in the concrete, the Contractor shall submit test data showing the proportions and actual compressive strength obtained from the concrete for all required compressive strengths, at all test ages, identified in the specifications. Compressive strength shall be as specified using test specimens prepared in accordance with ASTM C 31 Making and Curing Concrete Test specimens in the Field and tested in accordance with ASTM C 42 Obtaining and Testing Drilled Cores and Sawed Beams of Concrete. It shall also be the responsibility of the Contractor to determine and measure the batch quantity of each ingredient, including all water, not only for batch designs but for all concrete produced for the project, so that the mix conforms to these specifications.

B. Concrete Mix: Provide a concrete mix that is uniform and workable. Design the mix to produce concrete which will have a minimum compressive strength of 3,500 psi at 28 days. Slump of concrete must be at least 1-1/2-in., but no more than 3-in. for curbs and 4-inches, plus or minus 1-inch, for pavement when tested in accordance with ASTM C 143 - Slump of Portland Cement Concrete.

Pavement mix designs shall meet flexural requirements of at least 500 pounds per square inch at 28 days using ASTM C78.

1. Concrete pavement must contain at least 5-1/2 sacks of cement per cubic yard, with not more than 6.5 gallons of water, net, per sack of cement. The cement content shall be determined in accordance with ASTM C 138 Unit Weight, Yield and Air Content (Gravimetric) of Concrete.

2. Coarse dry aggregate shall not exceed 85 percent of the loose volume of concrete.
3. Air-entraining admixture shall be added in such a manner that will ensure uniform distribution of the agent throughout the batch. The air content of freshly mixed air-entrained concrete shall be based upon trail mixes with the materials to be used in the work adjusted to produce concrete of the required plasticity and workability. The percentage of air entrainment in the mix shall be 5-1/2 percent plus or minus 1-1/2 percentage points. Air content shall be determined by testing in accordance with ASTM C 231 Air Content of Freshly Mixed Concrete by the Pressure Method.

2.3 MIXING AND MIXING EQUIPMENT

A. Mixing and mixing equipment shall be in accordance with ASTM C94 - Ready-Mixed Concrete for Mixing Equipment.

PART 3 - EXECUTION

3.1 SUBGRADE PREPARATION

A. Construct subgrade true to grade and cross section as required to achieve the final grades as shown in the drawings.

3.2 WEATHER CONDITIONS

A. Place concrete only when the air temperature is above 40 degrees F. The Contractor is responsible for the quality and strength of concrete placed under any weather conditions.

3.3 FORMS

A. Side Forms: Use metal forms of approved shape and section. A form as deep as the pavement edge thickness is preferred. Forms with depth up to 1-in. greater or less than pavement thickness may be used. Forms with less depth than pavement thickness shall be brought to required depth by securely attaching wooden planks of approved section and size to the bottom of the form. Use a form section at least 10 feet in length, and staked in position with at least three pins. Form shall have adequate strength to withstand machine loads without visible springing or settlement. Use forms free from warps, bends and kinks and sufficiently true to provide a straight edge on the concrete. Test the top of each form section with a straight edge and verify that it conforms with requirements for the surface of completed pavement. Use flexible or curbed forms of wood or metal to set the proper radius on curves of 100 feet radius or less.

B. Form Setting
1. Rest forms directly on subgrade. Do not shim with pebbles or dirt. Remove subgrade that will not support the load form. Replace and compact subgrade to required density. Accurately set forms to required grade and alignment and, during the entire operation of placing, vibrating and finishing of concrete, do not deviate from this grade and alignment more than 1/8-in. in 10 feet of length. Do not remove forms for at least 24 hours after the completion of finishing operations. Provide a supply of forms that will be adequate to comply with this requirement and for orderly and continuous placing of concrete.
2. Adjacent slabs may be used instead of the forms, provided that the concrete is well protected from possible damage by finishing equipment. These adjacent slabs shall not be used for forms until the concrete has aged at least 7 days. For short radius curves, forms less than

10 feet in length or curved forms may be used. Do not use any material which, in the opinion of the Engineer, is unsuitable for forms.

C. Ensure requirements for accessibility per Texas Department of Licensing and Regulation are met.

3.4 REINFORCING STEEL

A. Accurately place reinforcing steel in accordance with details shown. Wire reinforcing bars securely together at intersections and splices. Bars and coatings shall be free of rust, dirt or other foreign matter when the concrete is installed. Reinforcement shall be as detailed on the drawings.

B. Place all reinforcing steel and secure to chairs.

3.5 JOINT ASSEMBLIES

A. Placement: Place joints of the same type shown on the Drawings.

B. Construction Joints: Place transverse construction joint at end of day's paving operation or where concrete placement must be stopped for more than 30 minutes.

C. Expansion Joints: Place transverse expansion joints at same locations as in adjacent pavement, abutting against other structures (grease traps), and at radius ends, but no further than 60 feet apart. Shape board filler accurately to the cross section of the concrete slab. Use load transmission devices of the type and size shown on Drawings.

D. Sawing Joints: When joints in concrete pavements are sawed, the joints shall be cut. The concrete saw shall be capable of cutting a groove in a straight line and shall produce a slot at least 1/4-in. wide and to the depth shown on the plans. When shown on the plans or required by the specifications, the top portion of the slot or groove shall be widened by means of a second shallower cut or by suitable and approved beveling to provide adequate space for joint sealers. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing and prior to the initiation of cracks. The joints shall be sawed at the required spacing consecutively in sequence of the concrete placement, unless otherwise approved by the Engineer.

3.6 PLACING

A. Concrete batch(es) not placed as specified within 60 minutes after water or cement has been added at the batch plant shall be rejected.

B. Deposit concrete rapidly and continuously on subgrade in successive batches. Distribute concrete to the required depth and for entire width of the pour by shoveling or by other approved methods. Do not use rakes in handling concrete. At the end of the day or in case of unavoidable interruption of more than 30 minutes, place a transverse construction joint at the point of stopping work, provided that the section on which work has been suspended is not less than 10 feet from the preceding joint. Sections less than 10 feet long shall be removed and replaced.

C. Take special care in placing and spading concrete against forms and at longitudinal and transverse joints to prevent honeycombing. Voids in the edge of the finished pavement shall be cause for rejection.

3.7 VIBRATING

A. Consolidate the concrete using an approved mechanical vibratory unit designed to vibrate concrete internally. Extend a vibratory unit across the pavement, not quite touching the side forms. Equip the unit with synchronized vibrators. Space individual vibrators at close enough intervals to vibrate and consolidate the entire width of the pavement uniformly. Mount mechanical vibrators to avoid contact with forms, reinforcement, transverse or longitudinal joints.

B. Furnish enough hand-manipulated mechanical vibrators for proper consolidation of concrete along forms, at joints and in areas not covered by mechanically controlled vibrators.

3.8 FINISHING

A. Finish concrete pavement by hand finishing methods. Hand finish with a mechanical strike and tamping template as wide as the pavement to be finished. Shape the template to the pavement section. Move the strike template forward in the direction of the work, maintaining a slight excess of material in front of the cutting edge. Make at least two trips over each area. Screed the pavement surface to the required section. Work the screed with a combined transverse and longitudinal motion in the direction work is progressing. Maintain the screed in contact with the forms. Use a longitudinal float to level the surface.

B. On narrow strips and transitions, finish concrete pavement by hand. Thoroughly work concrete around reinforcement and embedded fixtures. Strike off concrete with a strike-off screed. Move the strike-off screed forward with combined transverse and longitudinal motion in direction work is progressing, maintaining the screed in contact with the forms, and maintaining a slight excess of materials in front of the cutting edge. Tamp the concrete with a tamping template. Use a longitudinal float to level the surface.

C. After completion of the straightedge operation, make the first pass of a burlap drag as soon as construction operations permit and before the water sheen has disappeared from the surface. Follow this by as many passes as required to produce the desired texture depth. Permit no unnecessary delays between passes. Keep the drag wet, clean and free from encrusted mortar during use.

3.9 SURFACE TEST

A. Test the entire surface before the initial set and correct irregularities or undulations. Bring surface within requirements of the following test and then finish. Place an approved 10 foot straightedge parallel to the center of the roadway to bridge any depressions and touch all high spots. Do not permit ordinates measured from the face of the straight edge to the surface to exceed 1/16-in. per foot from the nearest point of contact. In no case permit the maximum ordinate to a 10 foot straightedge to exceed 1/8-in.

3.10 CURING

A. All concrete pavement shall be cured by protecting it against loss of moisture for a period of not less than 72 hours immediately upon the completion of finishing operations. In all cases in which curing requires the use of water, the curing shall have prior right to all water supply or supplies. Failure to provide sufficient cover material of whatever kind shall be cause of immediate suspension of concreting operations.

1 Polyethylene Film Curing: Immediately after the finishing of the surface has been completed and the concrete has taken its initial set, it shall be wetted with water applied in the form of a

fine spray and covered with the polyethylene film so place and weighted to remain in intimate contact with the surface.
The polyethylene film covering shall be maintained in place continuously for not less than the specified curing period. The film shall be prepared to form blankets of sufficient width to cover the entire surface and both edges of the pavement slab. All joints in the blankets caused by joining film sheets shall lap not less than 12-in. All tears or holes appearing in the polyethylene film during the curing period shall be immediately repaired by placing acceptable moisture-proof patches over such defects or by replacing the blankets.

2. Liquid Membrane-Forming Compounds: Immediately after the finishing of the surface has been completed and the concrete has taken its initial set, a liquid membrane-forming compound concrete shall be applied. The liquid membrane-forming compound shall be provided in accordance with ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete and applied in accordance with the manufacturer's instructions. The membrane shall restrict the loss of water to not less than 0.55 kg/m^2 of surface in 72 hours.

B. Prior to being placed in service, all concrete shall cure a sufficient amount of time. At a minimum, the concrete shall have achieved its design flexural or compressive strength, as evidenced by the testing lab reports, before any construction equipment or vehicles are permitted to use it.

3.11 JOINT SEALING

A. Seal joints in strict accordance with the joint sealant manufacturer's printed instructions.

B. Before work is started, the joint sealing equipment shall be in first class working condition, and be approved by the Engineer. Use a concrete grooving machine or a power-operated wire brushing and other equipment such as plow, brooms, brushes, blowers or hydro or abrasive cleaning as required to produce satisfactory joints.

C. Clean joints of loose scale, dirt, dust and curing compound. When required, remove the joint filler to the depth shown. The term joint includes wide joint spaces, expansion joints, dummy groove joints or cracks, either performed or natural. Remove loose material from concrete surfaces adjacent to joints.

D. Fill joints neatly with joint sealer to the depth shown. Pour sufficient joint sealer into the joints so that, upon completion, the surface of the sealer within the joint will be 1/4-in. below the level of the adjacent surface.

3.12 TESTING

A. Laboratory Services: The Owner shall employ a commercial laboratory.

B. Duties: Arrange for the laboratory to inspect and test materials entering the concrete and check the design of concrete mixes to meet specified strengths, uses and finishes. The lab shall analyze aggregate for quality, durability, grading and free water content. The lab shall take representative specimens of ingredients and mixes; make test specimens measure their flexural strength. The lab shall check the moisture content of aggregates and control their mix subject to approval by the Engineer.

C. Test Procedures: The laboratory shall make tests in conformance with current standard test procedures of ASTM.

D. Test Reports: The laboratory shall promptly furnish certified written reports covering results of tests and inspections to the Engineer and the Owner.

E. Quality Assurance: Sample concrete delivered to the site in accordance with ASTM method C172. Mold four beams and four cylinders for each 150 cubic yards. Each time a set of specimens is molded, the slump will be determined in accordance with ASTM C143 and the air content in accordance with ASTM C173 or C231. Two of the beams will be tested in accordance with ASTM C78 at 7 days, and the remaining two at 28 days. Two of the cylinders will be tested in accordance with ASTM C39 at 7 days, and the remaining 2 at 28 days.

F. Core Samples: At the option of the Owner, drill core samples of concrete pavement at locations designated by the Engineer to measure thickness. At age of 28 days, each core may be tested for compressive strength according to methods of the ASTM C42 Drilled Cores and Sawed Beams of Concrete.

G. Yield: Make a yield test in accordance with ASTM C138 for cement content per cubic yard of concrete.

END OF SECTION 025150

SECTION 031000

CONCRETE FORMWORK

PART 1 - GENERAL

1.1 RELATED SECTION

A. Section 03300: Cast-in-Place Concrete for Structures.

1.2 MEASUREMENT AND PAYMENT

A. No separate payment will be made for concrete formwork under this Section. Include payment for concrete formwork in unit price for applicable cast-in-place concrete structures, sidewalks, and curbs.

1.3 REFERENCE STANDARDS

A. American Concrete Institute (ACI):
347R, Guide to Formwork for Concrete

B. American Society for Testing and Materials (ASTM):
A 446, Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
A 525, General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process

1.4 DESIGN REQUIREMENTS

A. Design formwork for loads, lateral pressure, and allowable stresses outlined in ACI 347R and for design considerations, wind loads, allowable stresses, and other applicable code requirements.

1.5 SUBMITTALS

A. Certifications, installation instructions, samples, and catalog data for:
1. Form accessories.
2. Form release material.

1.6 QUALITY ASSURANCE

A. Tolerances for Formed Surfaces:
1. Variation from plumb:
a. In lines and surfaces of piers and walls:
1) In any 10 ft. of length: 1/4-in.
2) Maximum for entire length: 1-in.
2. Variation in cross sectional dimensions of beams and in thickness of slabs and walls: Minus 1/4-in., plus 1/2-in.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Forms:
1. Comply with ACI 347R; confine concrete and shape it to required dimensions.
2. Construct forms with sufficient strength to withstand pressure resulting from placement and vibration of concrete and of sufficient rigidity to maintain specified tolerances.

B. Form Release Material: Field applied form release agent, sealer, or factory applied nonabsorptive liner, nonstaining type.

C. Form Accessories:
1. Use only commercial manufactured type form accessories partially or wholly embedded in concrete.
2. Do not use wire type manufactured for other purposes.
3. Use form ties constructed with removable ends or end fasteners to prevent spalling at face of concrete.

PART 3 - EXECUTION

3.1 PREPARATION

A. Preparation of Form Surfaces:
1. Clean surfaces of forms and embedded materials of accumulated mortar, grout, and other foreign material before placing concrete.
2. Treat surfaces of forms as follows:
a. Before placing reinforcing steel, cover surfaces of forms with coating material to prevent absorption of moisture and prevent bond with concrete.
b. Do not allow excess form coating material to stand in puddles in forms.
c. Do not allow coating to come in contact with hardened concrete against which fresh concrete is to be placed.

B. Establish and maintain sufficient control points and bench marks for reference purposes to check tolerances until final completion and acceptance of project.

C. Regardless of tolerances listed, no portion of structure shall extend beyond legal boundary of project.

3.2 INSTALLATION OF FORMWORK

A. Maximum deflection of facing materials reflected in concrete surfaces exposed to view: 1/240 of span between structural members.

B. Construct formwork so concrete surfaces will conform to tolerance limits listed.

C. Construct forms sufficiently tight to prevent loss of mortar from concrete.

D. Place chamfer strips in corners of forms to produce beveled edges on permanently exposed surfaces.

E. To maintain specified tolerances, camber formwork to compensate for anticipated deflections in formwork prior to hardening of concrete.

F. Provide wedges or jacks to adjust shores and struts to take up settlement during concrete placing.

G. Brace forms securely against lateral deflections.

H. Form Accessories:
1. Embedded portion of form ties shall terminate not less than 3/4-in. from formed faces of concrete to be permanently exposed.
2. When formed surface of concrete is not to be permanently exposed, form ties may be cut off flush with formed surfaces.

I. Construction Joints:
1. Contact surface of form sheathing for flush surfaces exposed to view shall overlap hardened concrete in previous placement by not more than 1-in.
2. Hold forms against hardened concrete to prevent offsets or loss of mortar at construction joint and to maintain true surface.

J. Prior to concrete placement, fasten wedges used for final adjustment in position after final check.

K. Anchor formwork to shores, other supporting surfaces, or members to prevent upward or lateral movement of any part of formwork system during concrete placement.

L. Provide runways for moving equipment with struts or legs supported directly on formwork or structural member without resting on reinforcing steel.

3.3 REMOVAL OF FORMS

A. Perform needed repairs or treatment required on sloping surfaces at once and follow with curing.

B. Formwork for walls, sides of beams, and other parts not supporting weight of concrete may be removed as soon as concrete has hardened sufficiently to resist damage from removal operations.

C. Shoring used to support weight of concrete in beams, slabs and other structural members shall remain in place until concrete has reached strength sufficient to carry weight and construction loads.

D. Concrete strength when shores are removed shall not be less than 75 percent of 28 day strength.

E. When shores and other vertical supports are so arranged that nonload-carrying form facing material may be removed without loosening or disturbing shores and supports, form facing material may be removed at earlier age.

F. If forms are removed prior to seven (7) days after placement of concrete, cure concrete as specified in Section 03300.

END OF SECTION 031000

SECTION 032000

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

A. American Concrete Institute (ACI):
315, Details and Detailing of Concrete Reinforcement
318, Building Code Requirements for Reinforced Concrete

B. American Society for Testing and Materials (ASTM):
A 615, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

C. Concrete Reinforcing Steel Institute (CRSI):
Placing Reinforcing Bars

1.2 MEASUREMENT AND PAYMENT

A. No payment will be made for concrete reinforcement under this Section. Include payment for concrete reinforcement in unit price for applicable cast-in-place concrete structures, sidewalks, and curbs.

1.3 SUBMITTALS

A. Shop Drawings: Show reinforcing bar configuration, bar numbers, spacing, and location, and splicing details.

B. Test Reports: Submit copies of mill test reports.

1.4 QUALITY ASSURANCE

A. Tolerances:
1. Fabricating tolerances:
   a. Sheared length: Plus or minus 1-in.
   b. Depth of truss bars: Plus 0, minus 1/2-in.
   c. Overall dimensions of stirrups and ties: Plus or minus 1/2-in.
   d. Other bends: Plus or minus 1-in.
2. Placing tolerances:
   a. Clear distance to formed surfaces: Plus or minus 1/4-in.
   b. Minimum spacing between bars: Plus or minus 1/4-in.
   c. Top bars in slabs and beams:
      1) Members 8-in. deep or less: Plus or minus 1/4-in.
      2) Members more than 8-in. but not over 2 ft. deep: Plus or minus 1-in.
   d. Crosswise of members: Spaced evenly within 2-in.
   e. Lengthwise of member: Plus or minus 2-in.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Reinforcing Bars:
   1. ASTM A 615, Grade 60.
   2. Bend test requirements: For bars size No. 3 through No. 6, base on 180 deg. bends of full size bars around pins with diameters as follows:
      a. Bar Nos. 3, 4, and 5: 3-1/2 bar diameters.
      b. Bar No. 6: 5 bar diameters.

2.2 FABRICATION

A. Fabricate details of concrete reinforcement and accessories complying with ACI 315.

PART 3 - EXECUTION

3.1 HANDLING AND PLACING

A. Place reinforcing bars in accordance with CRSI "Placing Reinforcing Bars" and ACI 318, with provisions of ACI 318 governing.

B. Move bars as necessary to avoid interference with other reinforcing steel, conduits, or embedded items.

C. If bars are moved more than one bar diameter or enough to exceed tolerances, submit resulting arrangement of bars to Engineer for review.

D. After fabrication, reinforcing bars shall be delivered to the Work properly identified in accordance with the approved shop drawings.

E. Place reinforcement, at time of concrete placing, free of mud, oil, or other materials that adversely affect or reduce bond.

F. Reinforcement with rust, mill scale, or both shall be considered satisfactory, provided minimum dimensions, including height of deformation, and weight of hand-wire-brushed test specimen are not less than ASTM A 615 requirements.

G. Support reinforcement and fasten together to prevent displacement by construction loads of placing concrete.

H. Use metal or plastic bar chairs and spacers to support reinforcement.

I. Where concrete surface will be exposed to weather in finished structure, use noncorrosive or corrosion protected accessories within 1/2-in. of concrete surface.

J. Bars having splices not shown on shop drawings will be rejected.

K. Do not bend reinforcement after being embedded in hardened concrete.

END OF SECTION 032000

SECTION 033000

CAST-IN-PLACE CONCRETE FOR STRUCTURES

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

A. American Concrete Institute (ACI):
212.1R, Admixtures for Concrete
212.2R, Use of Admixtures in Concrete
302.1R, Concrete Floor and Slab Construction
204R, Measuring, Mixing, Transporting, and Placing Concrete
305R, Hot Weather Concreting
306R, Cold Weather Concreting
308, Standard Practice for Curing Concrete
309R, Consolidation of Concrete

B. American Society for Testing and Materials (ASTM):
A 307, Carbon Steel Bolts and Studs 60,000 psi Tensile Strength
A 36, Structural Steel
C 138, Unit Weight, Yield, and Air Content (Gravimetric) of Concrete
C 143, Slump of Portland Cement Concrete
C 150, Portland Cement
C 172, Sampling Freshly Mixed Concrete
C 173, Air Content of Freshly Mixed Concrete by the Volumetric Method
C 192, Making and Curing Concrete Test Specimens in the Laboratory
C 231, Air Content of Freshly Mixed Concrete by the Pressure Method
C 260, Air-Entraining Admixtures for Concrete
C 293, Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
C 309, Liquid Membrane-Forming Compounds for Curing Concrete
C 31, Making and Curing Concrete Test Specimens in the Field
C 33, Concrete Aggregates
C 387, Packaged, Dry, Combined Materials for Mortar and Concrete
C 39, Compressive Strength of Cylindrical Concrete Specimens
C 494, Chemical Admixtures for Concrete
C 78, Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
C 920, Joint Sealant
C 94, Ready-Mixed Concrete
D 1751, Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
D 1752, Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
D 994, Preformed Expansion Joint Filler for Concrete (Bituminous Type)

C. Concrete Plant Manufacturers Bureau (CPMB):
Concrete Plant Mixer Standards of Plant Mixer Manufacturers Division

D. Corps of Engineers (COE):
CRD-C300, Handbook for Concrete and Cement
CRD-C621, Handbook for Concrete and Cement

E. Federal Specifications (FS):
FF-S-325, Shield, Expansion; Nail Expansion; and Nail, Drive Screw (Devices, Anchoring, Masonry)

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.

B. Refer to Section 01026 - Measurement and Payment for unit price procedures.

1.3 SUBMITTALS

A. Product Data: Submit literature of proposed materials certifying compliance with specification requirements and curing procedures.

B. Mill Reports: Furnish mill certificate with each shipment of cement showing chemistry and physical tests for autoclave soundness, heat of hydration, normal consistency false set, and time of set.

C. Design Mix:
1. Submit proposed design mix from job materials prepared by approved testing laboratory when concrete proportioning Method No. 1 is used (See Paragraph 2.3, C.,1).
2. Submit test records when concrete proportioning Method No. 2 is used (See Paragraph 2.3, C., 2).
3. Include following information in concrete mix design submittal:
   a. Concrete supplier.
   b. Design mix designation and location of concrete in work.
   c. Method of proportioning.
   d. Type and brand of cement.
   e. Source of aggregate.
   f. Sieve analysis of aggregate.
   g. Type and brand of admixtures.
   h. Strength curve relationship to water-cement ratios established by at least three points of curve with each point established by average of three cylinder breaks using job materials.
   i. Coarse Aggregate Factor (C.A.F.)
   j. Batch weights of ingredients.
   k. Water-Cement ratio and cement content.
   l. Air content.
   m. Slump.
   n. Seven day and 28 day strengths.

D. Samples: Secure in accordance with ASTM C 172.

E. Shop Drawings:
1. Indicate location of tooled (contraction), construction, and expansion joints.
2. Indicate location and size of anchor bolts, anchor plates and other similar concrete-embedded items on anchor bolt setting plan.
3. Indicate placement sequence of concrete.

1.4 QUALITY ASSURANCE

A. Owner's Quality Control Laboratory:
1. Sample and test concrete ingredients.
2. Mixes shall meet or exceed mix design strength requirements and use and finish requirements.
3. Review proposed mix design or design mix to meet or exceed mix design strength and consistency requirements as specified in "Concrete Mix Requirements" and "Concrete Proportioning".
4. Test production samples of materials at plants and stockpiles and at job site during course of work for compliance with specifications.

5. Conduct tests of concrete during construction in compliance with following procedures:
   a. Strength test:
      1) Make specimens in field.
      2) Each test shall consist of four cylinders; two tested at seven days and two tested at 28 days.
      3) For each class of concrete, one test for each pour of 100 cubic yards shall be made; however, not less than one test for each day of concreting shall be made.
      4) When this schedule of testing proves less than five tests for given class of concrete, at least five randomly selected batches shall be tested; if fewer than five batches are used, each batch shall be tested.
      5) Additional tests may be required to justify removal of formwork.
      6) Specimens shall be secured in compliance with ASTM C 172, made and cured in compliance with ASTM C 31, and tested in compliance with ASTM C 39.
   b. Slump test: Make one test for each strength test in compliance with ASTM C 143.
   c. Air Content test: Make one test for each strength test in compliance with ASTM C 173 or ASTM C 231.
   d. Report test results: Report test results to Owner and Contractor.
   e. Maintain records: Maintain complete record of specimens; records shall include detailed location of each pour represented.
   f. Determine temperature of concrete sample for each strength test.
   g. Inspect concrete batching, mixing, and delivery operations.
   h. Sample concrete at point of placement.
   i. Indicate in report location specimens were taken, method stored and curing procedures.
6. Determine slump in accordance with ASTM C 143 of concrete sample for each strength test and when consistency of concrete appears to vary.
7. Determine air content of normal weight concrete for each strength test in accordance with ASTM C 138, ASTM C 173, or ASTM C 231.
8. Patching Core Holes:
   1. Fill core holes with SikaSet Roadway Patch, Sika Corporation, as per manufacturer's specification.

1.5 HANDLING

A. Storage:
   1. Store materials in accordance with ACI 304R.
   2. Store admixtures to avoid contamination, evaporation, or damage.

B. Protection:
   1. During curing period, protect concrete from damaging mechanical disturbances, load stresses, shock, and vibration.
   2. Protect finished concrete surfaces from damage by construction equipment or materials.
   3. Protect from rain or running water.

PART 2 - PRODUCTS

2.1 CONCRETE AND GROUT MATERIALS

A. General:
   1. Fly ash:
      a. Fly ash will not be used in concrete mixtures.
   2. Admixtures, other than air-entraining admixtures and water-reducing admixtures in compliance with ASTM C 494, shall not be used in concrete mixtures without prior review of material and proportioning by Owner.

B. Cement: ASTM C 150, Type II.

C. Concrete Admixtures:
   1. Acceptable manufacturers:
      a. Master Builder.
      b. Gifford-Hill and Company, Inc.
      c. Sika Chemical Corp.
   2. Air-entraining admixtures: ASTM C 260.
   3. Water-reducing, normal set, retarding, and accelerating admixtures:
      a. Concrete temperatures 80 deg. F. and below: ASTM C 494, Type A.
      b. Concrete temperatures greater than 80 deg. F.: ASTM C 494, Type D.
      c. Concrete temperatures 60 deg. F. and below: ASTM C 494, Type E, accelerating.
   4. Other admixtures: ASTM C 494.

D. Water: Fresh, clean, and potable.

E. Aggregates for Normal Weight Concrete: ASTM C 33.

F. Anchor Bolts: ASTM A 307 coated with 2.5 mil shop primer.

G. Anchor Plates: ASTM A 36 coated with 2.5 mil shop primer.

H. Nonshrink Grout:
   1. Non-metallic, pre-mixed nonshrink grout complying with COE CRD-C621.
   2. Bleed-free at 25 sec. flow cone fluidity, COE CRD-C621.
   3. Acceptable products:
      a. "Master Flow 713", Master Builders, Inc.
      b. "Supreme Grout", Gifford-Hill and Co.
      c. "Crystex", L and M Construction Chemicals, Inc.
      d. "Sikagrout 212", Sika Corporation.

I. Stud Anchors:
   1. Acceptable manufacturers:
      a. Nelson Stud Welding Co.
      b. Erico Products, Inc.
   2. Type with ceramic ferrules; compatible with arc-welding process.

J. Expansion Bolts:
   1. Acceptable manufacturers:
      a. Wej-it Corporation.
      b. ITT Phillips Drill Company.
      c. Hilti Fastener Company.
   2. Wedge type stainless steel, FS FF-S-325, Group II, Type 4, Class 1

K. Adhesive Type Waterstop:
   1. Preformed plastic.
   2. Acceptable product: "Synko-Flex", Synko-Flex Products Co.

L. Curing Compound:
   1. Comply with COE CRD-C300.
   2. Unit moisture loss, g. per sq. cm. at 72 hr. shall not exceed 0.039.
   3. Acceptable products:
      a. "Sealco 309", Gifford-Hill.
      b. "Masterseal", Master Builders.
      c. "Dress and Seal", L and M Construction Chemicals, Inc.

M. Joint Sealant

1. Two – component elastomeric chemical – cure polyurethane
2. ASTM C920, Type M, Grade P

2.2 CONCRETE MIX REQUIREMENTS

A. Strength: Base strength requirements on 28-day compressive strength.

B. Mixture Limits:
1 Air-entrainment of normal-weight concrete shall conform to content limits of Table I, as measured by ASTM C 138, ASTM C 173, and ASTM C 231:

TABLE I
TOTAL AIR CONTENT FOR VARIOUS SIZES OF COARSE AGGREGATE FOR NORMAL WEIGHT CONCRETE

Nominal Max. Size of Coarse Aggregate	Size No. (ASTM C 33)	Total Air Content Percent by Volume
3/4	67	4-8
1	57	3.5-6.5

2. Grading for coarse aggregate shall not exceed limits for various size number designation in compliance with ASTM C 33 for various maximum nominal sizes.
3. Water used for mixing concrete, including water absorbed by aggregates and admixture, shall not contain more than 150 ppm of chloride ion.

C. Slump:
1. Proportion concrete to produce maximum slump of 4-in. or less.
2. Tolerance of up to 1-in. above maximum shall be allowed for individual batches provided average for batches or most recent ten batches tested, whichever is fewer, does not exceed maximum limit.
3. Concrete of lower than usual slump may be used provided properly placed and consolidated.
4. Determine slump by ASTM C 143.

D. Admixtures:
1. Comply with ACI 212.1R and ACI 212.2R.
2. Do not use calcium chloride.
3. Use admixtures in accordance with manufacturers instructions.
4. Use only admixtures in work used in establishing design mix.
5. Water-reducing admixtures, or other admixtures accepted by Owner, may be used to produce quality of concrete specified under prevailing placing conditions.

2.3 CONCRETE PROPORTIONING

A. General:
1. Proportion ingredients to produce mixture which will work readily into corners and angles of forms and around reinforcement under conditions of placement to be employed without excessive segregation of materials or excessive collection of free water on surface or excessive bleeding out of free water.
2. Proportion ingredients to produce mixture of required workability, placeability, durability, strength, and other specified properties.

B. Required Strength:

TABLE IA

Type of Construction	Minimum Compressive Strength psi. (28 days)	Total Air (Percent)	Minimum Cement Factor* (Bags/cu.yd.)	Maximum W/C Ratio* (Gals/bg)
Sidewalks and Curbs	3000	4.0 to 8.0	5.0	-
Prestressed Concrete Piling	Class H concrete per TxDOT Standard Specifications – Item 421, Hydraulic Cement Concrete			
Other Concrete Work	4000	4.0 to 8.0	5.5	6.40

* In some instances, maximum water-cement ratios and minimum cement factors may not be compatible due to aggregate characteristics or weather conditions. Under these conditions, water reducing admixture may be introduced into mix. In hot weather, retarding admixture may be added to mix in accordance with manufacturer's recommendations.

C. Normal Weight Concrete: Establish mixture proportions to provide required properties for each class of concrete using one of the methods described below.

1. Method No. 1:
   a. Using materials proposed for work, establish concrete proportions on basis of laboratory trial mixes.
   b. Make at least three trial batches of at least three cylinders per batch at different water-cement ratios which will produce range of strengths within 1000 psi of that specified for each class of concrete for proposed work.
   c. Make trial batches to produce maximum slump within plus or minus 0.75-in. and maximum allowable air content within plus or minus 0.5 percent.
   d. Make and cure cylinders complying with ASTM C 192.
   e. Test for strength at 28 days in accordance with ASTM C 39.
   f. Use results of tests to plot curve showing relationship between water-cement ratio and compressive strength.
   g. For each class of concrete select design water- cement ratio from this curve for average compressive strength 1200 psi greater than specified compressive strength, except that water-cement ratio shall not exceed 6.6 gallons of water per sack (94 lb.) of cement.

2. Method No. 2:
   a. Field test data for concrete made with similar ingredients in previous project may be used to establish mix design for each class of concrete.
   b. Where production facility has record based on 30 consecutive strength tests that represent similar materials and conditions to those expected for each class of concrete, average compressive strength used as basis for selecting proportions shall exceed specified compressive design strength for each class by at least:
      1) 400 psi if standard deviation is less than 300 psi.

2) 550 psi if standard deviation is 300 to 400 psi.
3) 700 psi if standard deviation is 400 to 500 psi.
4) 900 psi if standard deviation is 500 to 600 psi.
5) 1200 psi if standard deviation is above 600 or unknown.

c. Strength test data used to determine standard deviation for each class for above requirement shall represent concrete produced to meet specified design compressive strengths within 1000 psi of that specified for proposed work.
d. For each class of concrete, select water-cement ratio based on Method 2 except that design water- cement ratio shall not exceed 6.6 gallons of water per sack (94 lb.) of cement.

2.4 PRODUCTION OF CONCRETE

A. Ready Mixed Concrete: Batch mix and transport in accordance with ASTM C 94.

PART 3 - EXECUTION

3.1 INSPECTION FOR CONCRETE PLACEMENT

A. Inspect subgrade for conditions detrimental to work and for specified compacted density.

B. Inspect formwork and reinforcing for compliance with specified tolerances.

C. Do not proceed with work until unsatisfactory conditions are corrected.

3.2 EMBEDDED ITEMS FOR CONCRETE

A. Placing Miscellaneous Embedded Items:
1. Place sleeves, inserts, anchors, and other embedded items prior to concreting.
2. Coordinate placing of embedded items required by other trades prior to placing concrete.
3. Position embedded items accurately and support against displacement.
4. Temporarily fill voids in sleeves, inserts, and anchor slots with removable material to prevent entry of concrete into voids.

3.3 PREPARATION FOR PLACING CONCRETE

A. Remove hardened concrete and foreign materials from inner surfaces of conveying equipment.

B. Remove snow, ice, and water from completed formwork.

C. Verify that reinforcement is secured in place.

D. Verify that expansion joint material, anchors, sleeves, and other embedded items are in place.

E. Notify Owner and Engineer minimum of 24 hours before pour. If notifications are not made, Owner may stop placement of concrete.

3.4 PLACING CONCRETE

A. Conveying:
1. Comply with ASTM C 94.

2. Handle concrete as rapidly as practicable by methods which will prevent segregation, loss of ingredient, or damage quality of concrete.
3. Do not use conveying equipment that will restrict continuous placement of concrete.
4. Use horizontal or sloped belt conveyors that will not cause segregation or loss of ingredients.
5. Protect concrete against undue drying or rise in temperature.
6. Do not allow mortar to adhere to return length of belt.
7. Discharge runs longer than 20 ft. into hopper.
8. Use metal or metal lined chutes with slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal.
9. Chute more than 20 ft. long discharging into hoppers may be used.

B. Pumping of Concrete:
1. Design mix to produce pumpable concrete.
2. Pneumatic conveying equipment shall meet requirements of ACI 304R.
3. Slump in pumping or pneumatic conveying equipment: 2-in. maximum.
4. Do not convey through pipe made of aluminum or aluminum alloy.
5. Obtain approval of A/E to use pumped concrete before placing pumped concrete.

C. Depositing:
1. Comply with ACI 304R.
2. Deposit concrete continuously without formation of seams or planes of weakness.
3. If section cannot be placed continuously, provide construction joints.
4. Do not start placing of concrete in supported elements until concrete previously placed is no longer plastic and has been in place two hours minimum.

D Segregation:
1. Deposit concrete as nearly as practicable in final position to prevent segregation due to rehandling or flowing.
2. Do not subject concrete to procedures which will cause segregation.

E. Consolidation:
1. Comply with ACI 309R.
2. Consolidate concrete by vibration, spading, rodding, or forking.
3. Thoroughly work around reinforcement, embedded items, and into corners of forms.
4. Eliminate air or stone pockets which may cause honeycombing, pitting, or planes of weakness.
5. Use internal vibrators with minimum frequency of 8000 vibrations per minute and sufficient amplitude to consolidate concrete effectively.
6. Do not use vibrators to transport concrete within forms.
7. Insert and withdraw vibrators at points approximately 18-in. apart.
8. At each insertion, maintain duration from 5 to 15 sec. to consolidate concrete but not long enough to cause segregation.
9. Keep spare vibrators on job site during concrete placing operations.
10. Where concrete is to have as-cast finish, bring full surface of mortar against form by vibration process and supplemented by spading to work coarse aggregate back from formed surface.
11. Use internal vibration in beams, girders, slabs, and along bulkheads of slabs on grade.

3.5 REPAIR OF CONCRETE SURFACE DEFECTS

A. Preparation:
1. Repair tie holes and surface defects immediately after form removal.
2. Remove honeycombed and otherwise defective concrete down to sound concrete.
3. If chipping is necessary, place edges perpendicular to surface or slightly undercut.
4. No feathered edges will be permitted.
5. Dampen patch minimum of 6-in. of surrounding area.

B. Patching Mixture:
   1. Mix one part cement to 2-1/2 parts sand by damp loose volume.
   2. Match color of surrounding concrete as determined by trial patch.
   3. Add water only as necessary for handling and placing.
   4. Mix patching mortar in advance and allow to stand with frequent manipulation with trowel, without addition of water, until it has reached stiffest consistency that will permit placing.

C. Patch Application:
   1. Apply patching mortar after bonding grout has lost sheen.
   2. Thoroughly consolidate mortar into place and strike off to leave patch slightly higher than surrounding surface.
   3. Leave undisturbed for one hour minimum before being finally finished.

D. Fill tie holes solid with patching mortar after cleaning and dampening.

3.6 FINISHING CONCRETE SLABS

A. Meet requirements of ACI 302.1R.

B. Finishing Tolerances:
   1. True planes within 1/8-in. in 10 ft. as determined by 10 ft. straight edge placed on slab in any direction.

C. Trowel Finish all Concrete Slab Surfaces:
   1. Float finish surface and trowel.
   2. Finished surface shall be free of trowel marks, uniform in texture and appearance, and planed to finishing tolerance.
   3. On surfaces intended to support floor coverings, remove defects which show through floor covering by grinding.

3.7 CURING CONCRETE

A. General:
   1. Comply with ACI 308.
   2. After placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
   3. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration and hardening.

B. Preservation of Moisture for Concrete Surfaces not in Contact with Forms:
   1. Contractor's option:
      a. Ponding or continuous sprinkling.
      b. Absorptive mats or fabric kept continuously wet.
      c. Sand kept continuously wet.
      d. Continuous application of steam not exceeding 150 deg. F. or mist spray.
      e. Curing compound:
         1) Do not use curing compound on floor slab which will receive floor covering or chemical resistant or epoxy coating.
         2) Apply in accordance with manufacturer's recommendations.
         3) Do not apply to surfaces to which additional concrete or resilient materials are to be bonded unless manufacturer certifies that compound will not prevent bond or positive means are taken to completely remove compound.
   2. Use curing compound on concrete surfaces where floor hardener is shown on Drawings.

C. Curing Period: Continue curing for seven days minimum or when average compressive strength of job-cured cylinders has reached 70 percent of specified strength, moisture retention measures may be terminated.

END OF SECTION 033000

SECTION 033110

SEAL SLABS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Concrete seal slabs.

1.2 PRICES

A. Measurement for seal slabs is incidental to pay item.

1.3 SUBMITTALS

A. Conform to all provisions and sections of these specifications.

B. Submit design mix and test data, prepared by a certified independent testing laboratory employed and paid by the Contractor, for each type and strength of Concrete in the project. Include manufacturer's technical information for each type of admixture proposed for use on the project.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete: Class B concrete with a minimum compressive strength at 28 days of 1500 psi, conforming to Section 03305 – Concrete for Utility Construction, or 03310 – Structural Concrete.

PART 3 – EXECUTION

3.1 PLACEMENT OF SEAL SLABS

A. Place seal slabs at locations indicated on Drawings or as directed by the Owner's Representative.

B. Excavate trench or other excavation to depth required for pipe or other installation, plus depth of seal slab. Do not over-excavate.

C. Place seal slabs within 4 hours of excavation to final grade.

END OF SECTION 033110

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
2000 FORT POINT RD
GALVESTON, TEXAS 77550

June 28, 2022

Evaluation Branch

SUBJECT: Permit SWG-2021-00778; Letter of Permission

County of Galveston Texas
Attn: Julie Diaz
4102 Main Street
La Marque, TX 77568

Dear Ms. Diaz:

This is in reference to your request, dated November 29, 2022, submitted on your behalf by Huitt-Zollars, Inc, to conduct work associated with repair of a boat ramp. The project can be located on the U.S.G.S. quadrangle map entitled: Bacliff, Texas.

You may proceed with the discharge of approximately 116-cubic yards of concrete and 4-cubic yards of riprap 5-feet below Mean High Water (MHW) into waters of the United States (WOTUS) to facilitate construction of a 38-foot-long by 29-foot-wide by16-inch-thick boat ramp. Additionally, the proposed discharges include a 9-inch-thick by 4-foot-deep toe wall. This Nationwide Permit (NWP) 3 verification is valid provided the activity is compliant with the NWP General/Regional Conditions, Section 401 of the Water Quality Certification, and the Coastal Management Program, which can be found at: http://www.swg.usace.army.mil/Business-With-Us/Regulatory/Permits/Nationwide-General-Permits/, a hard copy can be provided to you upon request.

NWP 3. Maintenance: Authorizes the repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized.

Based on available information, there appear to be "waters of the United States" and/or "navigable waters of the United States" on the project site. Therefore, your letter resulted in the initiation of the pre-construction notification (PCN) procedure specified for NWP 3. Your application was considered complete on March 2, 2022. The time period to process the PCN expired on or around April 15, 2022. Therefore, according to the NWP regulations, the project is verified under NWP 3.

The NWP verification is valid until the NWP is modified, reissued, or revoked. The subject NWPs authorized in 2021 are scheduled to be modified, reissued, or revoked prior to March 15, 2026. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the

modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

Your request is approved by this Letter of Permission (LOP) pursuant to Section 10 of the Rivers and Harbors Act of 1899. The work and/or structure will consist of reconstruction of a boat ramp damaged by Hurricane Harvey by mechanically dredging 267-cubic yards (60-foot-long by 40-foot-wide at 3-foot-deep) of deposited sediment adjacent to the damaged ramp. The dredged material is proposed to be placed in the immediately adjacent wetlands until it is dry. The dredged material will then be disposed of a waste management facility.

All work is to be performed in accordance with the enclosed plans in 8 sheets and the permit conditions. The time limit for completing the work authorized ends on December 31, 2027. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached. The following special condition(s) has/have been added to your authorization:

1. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. When structures or work authorized by this permit are determined by the District Engineer to have become abandoned, obstructive to navigation or cease to be used for the purpose for which they were permitted, such structures or other work must be removed, the area cleared of all obstructions, and written notice given to the Corps of Engineers, Galveston District, Regulatory Division, Chief of the Compliance Branch within 30 days of completion.

3. The permittee must install and maintain, at the permittee's expense, any safety lights, signs and signals required by U.S. Coast Guard, through regulations or otherwise, on the permittee's fixed structures. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, at no later than 30 days prior to installation of any fixed structures in navigable waters and/or prior to installation of any floating private aids to navigation, you are required to contact the Eighth Coast Guard District (dpw), 500 Poydras St., Suite 1230, New Orleans, LA 70130, (504) 671-2328 or via email to: D8oanPATON@uscg.mil. For general

information related to Private Aids to Navigation please visit the Eighth Coast Guard District web site at: https://www.atlanticarea.uscg.mil/District-8/District-Divisions/Waterways/PATON/

If you object to the work authorized or the terms and conditions of this LOP, you may request that the LOP be modified (in accordance with 33 CFR 331.6). To object, you must submit a copy of the completed Request for Appeal (RFA) form to the District Engineer (DE) at the letterhead address, located at the top of this letter. Your objections must be received by the DE within **60 days** of the date of this notice; noting the NAP date is considered day 1, or you will forfeit your right to appeal the LOP in the future. It is not necessary to submit an RFA form to this office if you accept the LOP's terms and conditions.

If, after review by the DE, you are still unsatisfied with the LOP because of certain terms and conditions therein, you may appeal under the Corps of Engineers Administrative Appeal Process by completing Section II of the attached RFA form and sending it to the following address:

Mr. Jamie Hyslop
Administrative Appeals Review Officer
Southwestern Division USACE (CESWD-PD-O)
U.S. Army Corps of Engineers
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317
Telephone: 469-216-8324
Email: Jamie.r.hyslop@usace.army.mil

This LOP does not address nor include any consideration for geographic jurisdiction on aquatic resources and shall not be interpreted as such. If you have any question regarding this LOP, please contact Cecilia Askins at the letterhead address or by telephone at 409-766-3856. Please notify the Chief of the Compliance Branch in the Galveston District Regulatory Division in writing at the letterhead address, upon completion of the authorized project.

FOR THE DISTRICT COMMANDER:

Andria Davis
Leader, North Evaluation Unit

cc w/Encl.
Huitt-Zollars, Inc.

Eighth Coast Guard District, New Orleans, LA

National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Coast & Geodetic Survey, Silver Spring, MD

Texas General Land Office

Conditions for Letter of Permission:

General Conditions:

1. The time limit for completing the activity authorized ends on **31 December 2026**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

See Authorization Letter

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

   (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

   ( ) Section 404 of the Clean Water Act (33 U.S.C. 1344).

   ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

   a. This permit does not obviate the need to obtain other Federal, state or local authorizations required by law.

   b. This permit does not grant property rights or exclusive privileges.

   c. This permit does not authorize any injury to the property or rights of others.

   d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

   a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

   b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

   c. Damages to persons, property or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

   d. Design or construction deficiencies associated with the permitted work.

   e. Damage claims associated with any future modification, suspension or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

   a. You fail to comply with the terms and conditions of this permit.

   b. The information provided by you in support of your permit application proves to have been false, incomplete or inaccurate (See 4 above).

   c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it in appropriate to use the suspension, modification and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of time limit.

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE – Typed/Printed Name) *(DATE)*

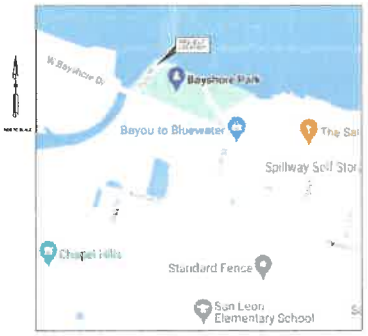
(TRANSFEREE - Signature) *(Mailing Address)*

ENG FORM 1721, NOV 86 EDITION OF SEP 82 IS OBSOLETE (33 CFR 325 (Appendix A))

GALVESTON COUNTY

BAYSHORE PARK BOAT RAMP REPAIR

5437 FM646, BACLIFF, TX 77518



LOCATION MAP



VICINITY MAP

KEY MAP NO: 641 L

SHEET INDEX

Sheet No.	Sheet Title
C-100	COVER
C-101	SITE PLAN
C-102	RAMP SECTIONS & CONCRETE SLAB DETAILS
C-103	SEDIMENT REMOVAL & SWPPP
C-104	STORM WATER POLLUTION PREVENTION PLAN DETAILS

GALVESTON COUNTY
COMMISSIONERS COURT

COUNTY JUDGE	MARK A. HENRY
COMMISSIONER, PRECINCT NO. 1	DARRELL APFFEL
COMMISSIONER, PRECINCT NO. 2	JOE GIUSTI
COMMISSIONER, PRECINCT NO. 3	HANK DUGIE
COMMISSIONER, PRECINCT NO. 4	ROBIN ARMSTRONG

NOTE: A PRE-CONSTRUCTION MEETING WITH GALVESTON COUNTY ENGINEERING DEPARTMENT IS REQUIRED AT LEAST 10 WORKING DAYS PRIOR TO ON SITE CONSTRUCTION ACTIVITIES. CALL (409) 770-5399 FOR A MEETING DATE AND TIME.

5/15/2025
HZ1 JOB NO. R308556.01

HUITT HZ ZOLLARS
10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4245
281.496.0066
www.huitt-zollars.com

THE STATE OF TEXAS
COUNTY OF GALVESTON

6-18-2025
Huitt-Zollars Inc.
Firm Registration No. F-761

No.	Description	Date

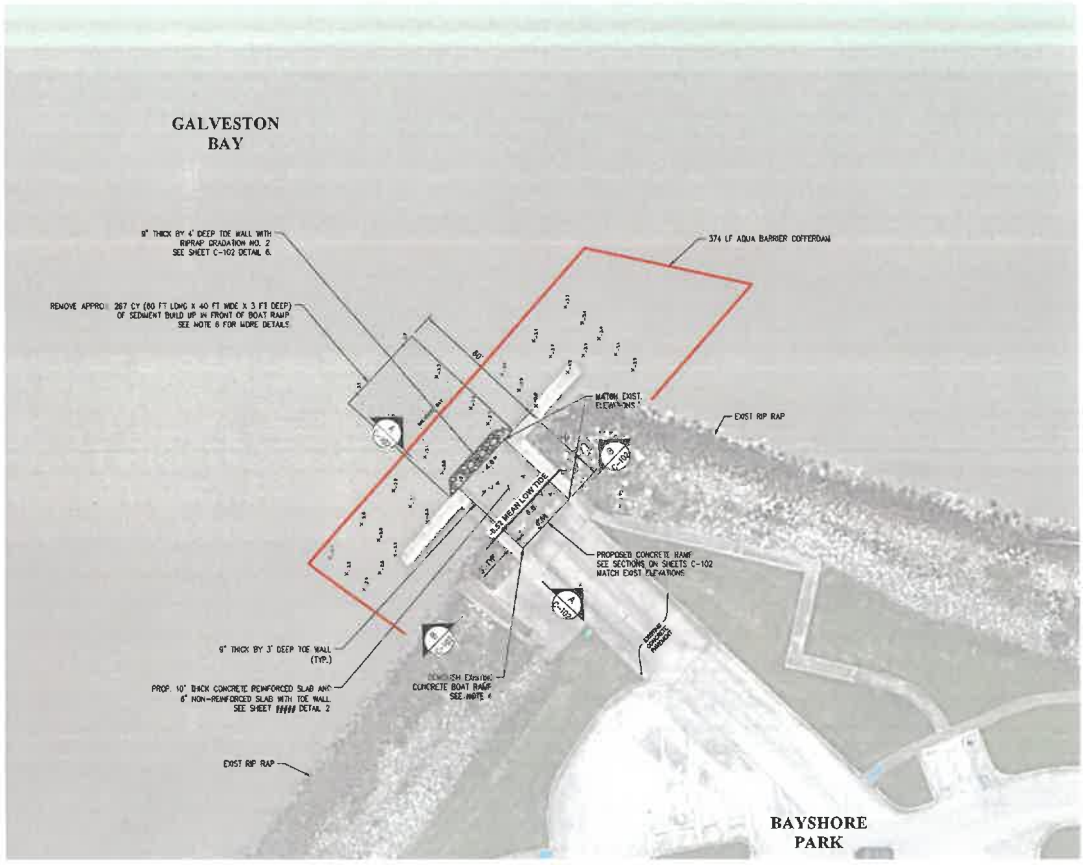
GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

COVER

Project number	R308524.01
Date	6/16/2025
Drawn by	J.S.
Checked by	F.A.

C-100

Scale



N

SCALE: 1" = 20'

NOTES:

1. GROOVE PATTERN FOR PROPOSED BOAT RAMP, SEE SHEET C-102 DETAIL 1.
2. BOAT RAMP CONSTRUCTION IN DRY CONDITIONS CONSTRUCTION, MEANS AND METHODS TO BE DETERMINED BY CONTRACTOR, TO BE APPROVED
3. REMOVE
   4 EACH (13.5' (L) X 4' (W) X 0.5' (D)) OF PRE-CAST CONCRETE PLANKS
   10 EACH (8.5' (L) X 5' (W) X 0.5' (D)) OF PRE-CAST CONCRETE PLANKS.
4. CONTRACTOR TO LOCATE ALL UTILITIES INCLUDING EXISTING BURIED CABLES, GAS LINES, IRRIGATION LINES & AT&T CONDUITS AS APPLICABLE BEFORE START OF WORK. CONTRACTOR SHALL NOT USE HEAVY MACHINERY IN AREAS OF EXISTING UTILITIES, USE HAND DIGGING.
5. PRIOR TO BOAT RAMP DEMOLITION, CONTRACTOR SHALL INFORM ENGINEER OF START AND END OF RAMP ELEVATIONS
6. SEDIMENT BUILD UP ON RAMP IS TO BE REMOVED BY MECHANICAL EXCAVATION METHOD AND TRANSPORTED TO A LANDFILL FACILITY. SEE SHEET C-103 FOR MORE DETAILS.
7. AREA OF IMPACT IS 0.08 ACRES.
8. NO WETLANDS ARE AFFECTED BY THIS WORK.
9. ELEVATIONS SHOWN INDICATE THE APPROXIMATE DEPTHS OF WATER.

LEGEND

PROP RIP RAP

PROP CONC RAMP

SEDIMENT BUILD UP

SPOT ELEVATION

M.H.W (MEAN HIGH WATER)= +0.88
M.S.L. (MEAN SEA LEVEL)= 0.0
M.L.W (MEAN LOW WATER)= -0.52

THE STATE OF TEXAS
COUNTY OF GALVESTON

HUITT ZOLLARS
10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4248
281.496.0066
www.huitt-zollars.com

REGISTERED PROFESSIONAL ENGINEER
STEPHEN VADEN
127006
LICENSED
07-15-2025

Huitt-Zollars Inc
Firm Registration No. F-761

No.	Description	Date

GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

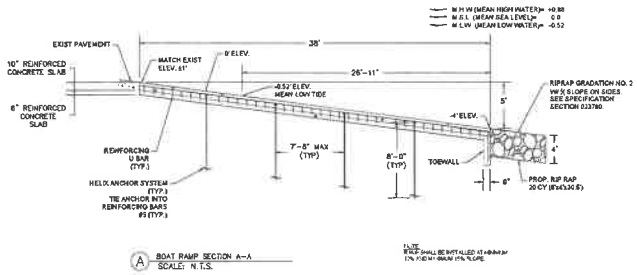
SITE PLAN

Project number	53065601
Date	5/16/2025
Drawn by	J.S.
Checked by	F.A.

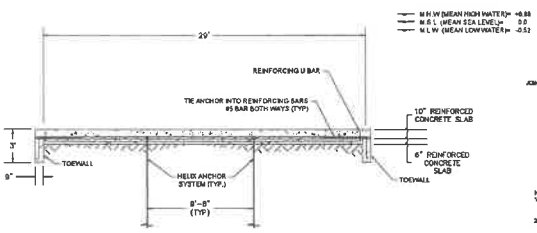
C-101

Scale

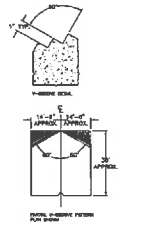
CAD File: I:\53065601 - post storm damage assessment\12 road & trail\12.1 salinebayshore park trail\dwg\SHEETS\C-101 SITE PLAN.dwg Plotted: Thu, May 15, 2025 @ 09:14 AM By: JoeVelkus



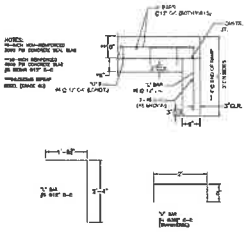
A BOAT RAMP SECTION A–A
SCALE: N.T.S.



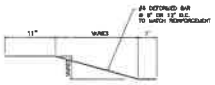
B BOAT RAMP SECTION B–B
SCALE: N.T.S.



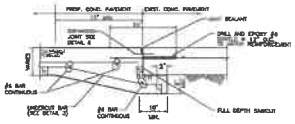
1 BOAT RAMP LAYOUT SHOWING V-GROOVE PATTERN
NOT TO SCALE



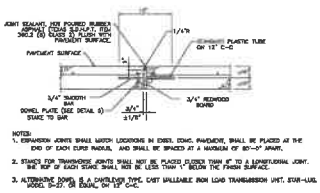
2 BOAT RAMP CONCRETE SLAB DETAIL
NOT TO SCALE



3 DETAIL – UNDERCUT BAR
NOT TO SCALE

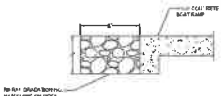


4 SECTION – TYP. PAVEMENT TIE-IN
NOT TO SCALE



NOTES:
1. EXPANSION JOINTS SHALL MATCH LOCATIONS IN EXIST. CONC. PAVEMENT, SHALL BE PLACED AT THE END OF EACH CURB RADIUS, AND SHALL BE SPACED AT A MAXIMUM OF 80'-0" APART.
2. STAKES FOR TRANSVERSE JOINTS SHALL NOT BE PLACED CLOSER THAN 6" TO A LONGITUDINAL JOINT. THE TOP OF EACH STAKE SHALL NOT BE LESS THAN 1" BELOW THE FINISH SURFACE.
3. ALTERNATIVE DOWEL IS A CANTILEVER TYPE, CAST MALLEABLE IRON LOAD TRANSMISSION UNIT, STAR-LOAD MODEL D-25, OR EQUAL ON 12" C-C.

5 SECTION – TYP. EXPANSION JOINT
NOT TO SCALE



6 SECTION – TYP. RIP RAP AT END OF CONCRETE BOAT RAMP
NOT TO SCALE

THE STATE OF TEXAS
COUNTY OF GALVESTON

HUITT ZOLLARS

10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4248
281.496.0066
www.huitt-zollars.com

Huitt-Zollars Inc.
Firm Registration No. F-761

No.	Description	Date

GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

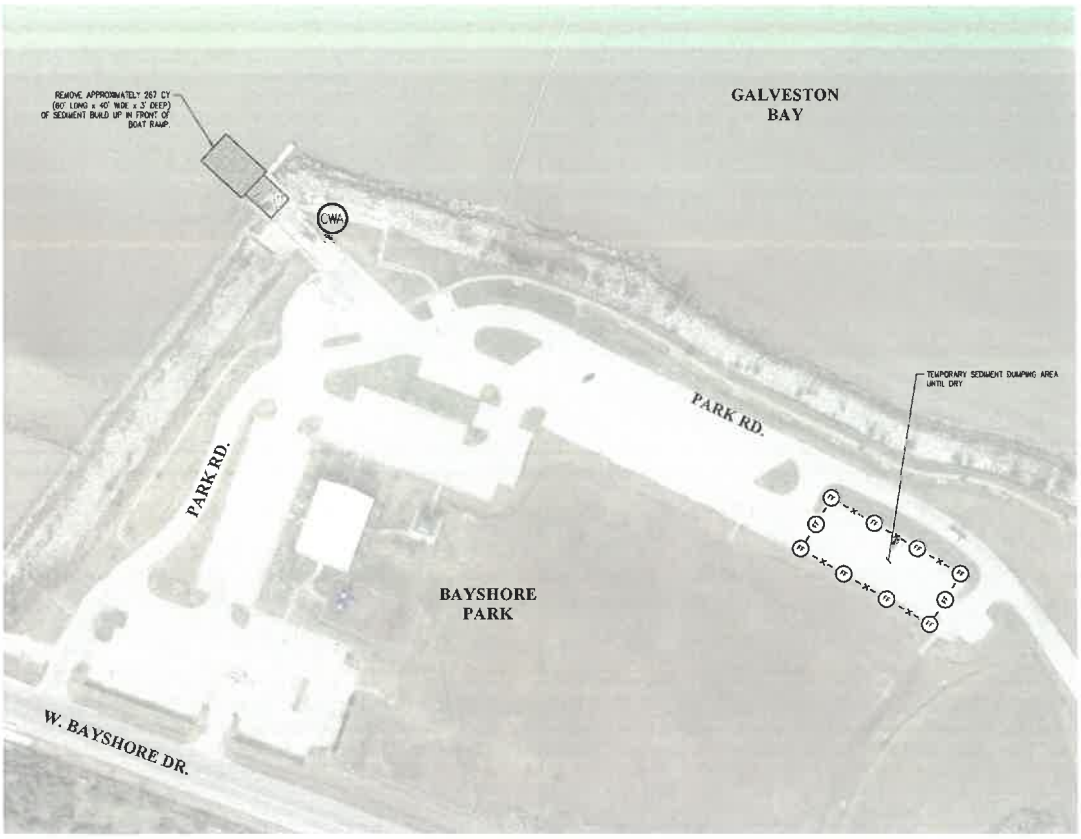
RAMP SECTIONS &
CONCRETE SLAB DETAILS

Project number	R308958.01
Date	9/15/2025
Drawn by	J.S.
Checked by	F.A.

C-102

Scale

CADFILE: I:\308958.01 - pwd dsmr\Bayshore park boat ramp\ENGINEERING\SHEET SETS\C-102 RAMP SECTIONS & Det.dwg Plotted: Thu, May 14, 2026 @ 10:51 AM By: bsalcedo



N

0 80' 100'

SCALE: 1"=30'

NOTES:

1. SEDIMENT BUILD UP REMOVED FROM BOAT RAMP IS TO BE DRIED IN AREA INDICATED.
2. CONSTRUCT FILTER FABRIC FENCE AROUND SEDIMENT DUMPING AREA.
3. DRIED SEDIMENT WILL THEN BE MOVED TO A LANDFILL OR WASTE MANAGEMENT FACILITY AT EITHER ADDRESSES BELOW:
   - 3835 AVENUE A, ALTA LOMA, TX 77510
   - 21000 EAST HIGHWAY 6, ALVIN, TX

LEGEND

FILTER FABRIC FENCE

CONCRETE WASH OUT AREA (CWA)

THE STATE OF TEXAS
COUNTY OF GALVESTON

HUITT ZOLLARS
10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4248
281.496.0066
www.huitt-zollars.com

REGISTERED PROFESSIONAL ENGINEER
JOSEPH ANTHONY ROSPO
129418
LICENSED
5-15-2025

Huitt-Zollars Inc.
Firm Registration No. F-761

No.	Description	Date

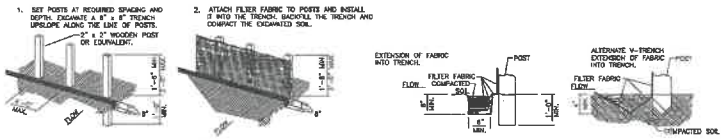
GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

SEDIMENT REMOVAL & SWPPP

Project number	R306554.01
Date	5/15/2025
Drawn by	J.R.
Checked by	F.A.

C-103

C:\OFILE\1%306649.01 - post storm damage assessment\05 revit & fabrication\1 sat cond\bayshore park boat ramp\Rvt\EXTRACT 05 SEDIMENT REMOVAL & SWPPP.rvt, Printed: Thu, May. 15, 2025 @ 10:11:44 AM, By: bwhite

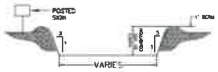


GENERAL NOTES:

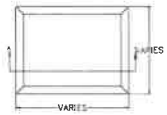
1. SET POSTS AT 6-FEET MAXIMUM SPACING. IF FACTORY PREASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF POST MAY BE INCREASED TO 8 FEET MAXIMUM.
2. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, OVERLAP 6 INCHES AS FAR POST, FOLD TOGETHER, AND ATTACH TO THE POSTS.
3. REMOVE SEDIMENT DEPOSITS WHEN SILT DEPTH REACHES ONE-THIRD OF THE HEIGHT OF THE FENCE.

FILTER FABRIC FENCE DETAIL

SYMBOL:



SECTION A-A



PLAN VIEW

GENERAL NOTES:

1. POST A SIGN READING "CONCRETE WASH OUT PIT" NEXT TO THE PIT.
2. INSTALL OR CONSTRUCT THE CONCRETE TRUCK WASHOUT AREA BEFORE THE PIT IS USED TO WASH OUT THEIR DRUMS IN THE PIT AND NO WHERE ELSE.
3. WHEN THE CONCRETE SETTING UP [Etched, Stained, Dyed, Bed CONCRETE WASTE SHALL BE DISPOSED PROPERLY. THE WASH OUT PIT SHALL BE FILLED WITH EXCESS FULL HARDENED, AND BACKFILLED TO ITS ORIGINAL GRADE, OR AS DIRECTED BY THE PROJECT SPECIFICATIONS.
4. CONCRETE WASH OUT SITES SHALL NOT BE LOCATED DIRECTLY ADJACENT TO, NOR AT ANY TIME DRAIN INTO THE STORM SEWER SYSTEM OR ANY OTHER SURFACE, WATER, OR WATERWAY.
5. CONSTRUCT ENTRY ROAD AND BOTTOM OF WASHOUT AREA TO SUPPORT EXPECTED LOADINGS FROM TRUCKS WEIGHT.

CONCRETE TRUCK WASHOUT AREA

CWA

SIGNAGE

HUITT ZOLLARS
10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4248
281.496.0086
www.huitt-zollars.com

Huitt-Zollars Inc.
Firm Registration No. F-781

No.	Description	Date

GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

STORM WATER
POLLUTION PREVENTION
PLAN DETAILS

Project number	RJ06664.01
Date	9/19/2025
Drawn by	J.E.
Checked by	P.A.

C-104

Scale

C:\RPE\E:\RJ06664.01 - post storm damage assessment\1 0 post & barrier\1 0 2 autocad\layout\sheet\RJ06664.01-SDL STORM WATER POLLUTION PREVENTION PLAN DETAILS 2.dwg Plotted: Thu, May 15, 2025 @ 10:14 AM By: bwhitaker

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*17.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of signature to update VAR of record with Lenel submitted by Information Technology

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	10/31/25 2:33 pm
2	Dianna Martinez	Approve	11/3/25 8:13 am

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

10/29/2025

LenelS2
1212 Pittsford – Victor Road
Pittsford, NY 14534

Re: Appointment of VAR of Record

Dear LenelS2:

Please accept this letter as notification that effective as of the date of thisletter **Galveston County, Department of Enterprise Services** would like to make the following changes to the VAR or VARs of Record for our account. The dongle/license number(s) of our LenelS2 system(s) is/are: [**106218**].

Please **add** the following entity or entities as a VAR of Record for our account:

VAR of Record Name	**VAR of Record Address**
1. **Stone Security**	**994 Industry Drive, Tukwila, WA 98188**
2.	

Please **remove** the following entity or entities as a VAR of Record for our account:

VAR of Record Name	**VAR of Record Address**
1**. Knight Security Systems**	**4509 Freidrich Ln, Unit 110, Austin, TX 78744**
2.	

Sincerely,

Mark Henry

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration for authorization to dispose of salvage or surplus property submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/30/25 11:15 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHSING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

November 10, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: **Disposal of Salvage or Surplus Property**

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted and efforts to transfer them to other departments have been exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Nolan, Edward
Sent: Wednesday, October 29, 2025 4:49 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 11/10/2025: 159100, IT cameras 20251110
Attachments: 159100, IT cameras 20251110.pdf

Good morning!

Please place the following property items on the next available agenda to authorization for appropriate removal: : (159100, IT cameras 20251110.pdf):

- (550) B3E X13 Mini webcams

Please let me know if there are any problems or questions and thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

Confidentiality Notice | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.

PROPERTY DISPOSAL REPORT

DATE: 10/29/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 159100, Information Technology Lauren Michaels Lauren Michaels
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: N/A - (550) B3E X13 Mini Webcam
FAID No. & Description

Reason for disposal: Replaced / No longer needed

Serial No./VIN #: _____

From: 159100, Information Technology Location: 722 Moody STE 6
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

10/29/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 10/29/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Lauren Michaels (Authorized Signature) Lauren Michaels (Print Name) 159100, Information Technology (Department/Division)

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ _____

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: (550) B3E X13 Mini Webcam

Make: B3E Model: X13

Serial/VIN: _____ Year: _____ Color: Black

Description of Use: Furnishings / chairs / office items

Reason for Disposal: Replaced / No longer needed

Is this item currently in sound working condition? X Yes ____ No

If no, please describe and list all defects.

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

10/29/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

Dickey, Tammy

From: Nolan, Edward
Sent: Wednesday, October 29, 2025 4:51 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 11/10/2025: 291000, OEM surp furn 20251110
Attachments: 291000, OEM surp furn 20251110.pdf

Good afternoon!

Please place the following property items on the next available agenda to authorization for appropriate removal: : (291000, OEM surp furn 20251110.pdf):

- (4) Chairs
- (1) Small conf table
- (1) hutch

Please let me know if there are any problems or questions and thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

Confidentiality Notice | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.

PROPERTY DISPOSAL REPORT

DATE: 10/13/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 291010, Office of Emergency Management Brad Burness
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: N/A - 4 chairs / 1 sm conf table / Hutch
FAID No. & Description

Reason for disposal: Replaced / No longer needed

Serial No./VIN #: _____

From: 291010, Office of Emergency Management Location: 1353 FM 646 West, Dickinson
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

10/29/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 10/13/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Brad Burness 291010, Office of Emergency Management

Authorized Signature | Print Name | Department/Division

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ _____

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: 4 chairs / 1 sm conf table / Hutch

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Furnishings / chairs / office items

Reason for Disposal: Replaced / No longer needed

Is this item currently in sound working condition? X Yes ___ No

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

10/29/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*19.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 10/21/2025
2) **Contract Type:** Other
3) **Renewal Contract:** Yes
4) **Department Name: Sheriff's Office /Auto Crimes Task Force**
5) **Department Contact: Lt Smitty Hill**
6) **Description: Grant Funded Interlocal Agreement for outside jurisdiction's participation in Auto Crimes Task Force**

7) **PEID No: 700048**
8) **Req No: N/A**
9) **Orgkey: 1101 211101 (prev 2864 211126) - GR-0000841**
10) **Object Code: 5415000 "Interlocal Agreement"**
11) **Vendor: Brazoria County**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Auto Crimes Task Force**
14) **Fund #: GR-0000841**
15) **Current Year Budgeted: $1,075,096**
16) **Current Year Projected: $220,640**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 8/31/2026
26) **Contract # Issued by Purchasing Department: 239484 (SC-0000737)**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	10/22/25 7:20 am
2	Melissa Fleming	Approve	10/22/25 1:46 pm
3	Francisco Rodriguez	Approve	10/24/25 10:44 am
4	Diana Huallpa	Approve	10/28/25 12:47 pm
5	Sergio Cruz	Approve	10/30/25 10:56 am
6	Veronica Van Horn	Approve	10/31/25 7:11 am

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as **"County"** and the **County of Brazoria**, a political subdivision of the State of Texas situated in Brazoria County, Texas, hereinafter called **"Brazoria County"** pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County of Galveston** and **County of Brazoria** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of $1,446,838.00 for the Gulf Coast Auto Crimes Task Force, and,

WHEREAS, the **Brazoria County** has agreed to contribute the total of $89,204.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **Brazoria County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **Brazoria County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **Brazoria County** (sub-grantee) agrees to contribute a total of $89,204.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (2 Brazoria County employees)	$84,404.00	Fringe paid by Brazoria County in lieu of match (Professional and Contractual Services)
Fuel for Agents' Vehicles (2 Brazoria County employees)	$4,800.00	In-Kind Match by Brazoria County (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **County** and **Brazoria County** fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Gulf Coast Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE IX. FINANCIAL ADMINISTRATION

9 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE X. COMPLIANCE

10 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

(1) Reviewing financial and performance reports required by the local government.

(2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XI. ENTIRE AGREEMENT

11 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.

County of Galveston by:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

County of Brazoria by:

_____
L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

9/9/2025
_____
Date Signed

ATTEST:

_____
Joyce Hudman, Brazoria County Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 10/21/2025
2) **Contract Type:** Other
3) **Renewal Contract:** Yes
4) **Department Name: Sheriff's Office/Auto Crimes Task Force**
5) **Department Contact: Lt Smitty Hill**
6) **Description: Grant Funded Interlocal Agreement for outside jurisdiction's participation in Auto Crimes Task Force**

7) **PEID No: 033985**
8) **Req No: N/A**
9) **Orgkey: 1101 211101 (prev. 2864 211126) GR-0000841**
10) **Object Code: 541500 "Interlocal Agreement"**
11) **Vendor: City of Galveston**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Auto Crimes Task Force**
14) **Fund #: GR-0000841**
15) **Current Year Budgeted: $1,075,096**
16) **Current Year Projected: $104,690**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 08/31/2026
26) **Contract # Issued by Purchasing Department: 239490 (SC-0000735)**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	10/22/25 7:19 am
2	Melissa Fleming	Approve	10/22/25 2:12 pm
3	Francisco Rodriguez	Approve	10/24/25 10:44 am
4	Diana Huallpa	Approve	10/28/25 12:47 pm
5	Sergio Cruz	Approve	10/30/25 10:56 am
6	Veronica Van Horn	Approve	10/31/25 7:22 am

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as **"County"** and the **City of Galveston**, a municipal corporation situated in Galveston County, Texas, hereinafter called **"City"** pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County of Galveston** and **City of Galveston** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of $1,446,838.00 for the Gulf Coast Auto Crimes Task Force, and,

WHEREAS, the **City** has agreed to contribute the total of $52,982.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** (sub-grantee) agrees to contribute a total of $52,982.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	$50,582.00	Fringe paid by City in lieu of match (Professional and Contractual Services)
Fuel for Agent's Vehicle (City employee)	$2,400.00	In-Kind Match by City (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **County** and **City** fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Gulf Coast Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE IX. FINANCIAL ADMINISTRATION

9 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE X. COMPLIANCE

10 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

(1) Reviewing financial and performance reports required by the local government.

(2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XI. ENTIRE AGREEMENT

11 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.

County of Galveston by:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

City of Galveston by:

_____
Brian Maxwell, City Manager

9/3/25
_____
Date Signed

ATTEST:

_____
Janelle Williams, City Secretary

CITY OF GALVESTON ★ 1839 ★

APPROVED AS TO FORM

_____
City Attorney

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*21.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 10/21/2025
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Sheriff's Office / Auto Crimes Task Force**
5) **Department Contact: Lt Smitty Hill**
6) **Description: Grant Funded Interlocal Agreement for outside jurisdiction's participation in Auto Crimes Task Force**

7) **PEID No: 033209**
8) **Req No: N/A**
9) **Orgkey: 1101 211101 (prev. 2864 211126) GR-0000841**
10) **Object Code: 5415000 "Interlocal Agreement"**
11) **Vendor: City of La Marque**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Auto Crimes Task Force**
14) **Fund #: GR-0000841**
15) **Current Year Budgeted: $1,075,096**
16) **Current Year Projected: $79,203**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 8/31/2026
26) **Contract # Issued by Purchasing Department: 239491 (SC-0000736)**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	10/22/25 7:18 am
2	Melissa Fleming	Approve	10/22/25 2:17 pm
3	Francisco Rodriguez	Approve	10/24/25 10:45 am
4	Diana Huallpa	Approve	10/28/25 12:47 pm
5	Sergio Cruz	Approve	10/30/25 10:57 am
6	Veronica Van Horn	Approve	10/31/25 2:16 pm

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as **"County"** and the **City of La Marque**, a municipal corporation situated in Galveston County, Texas, hereinafter called **"City"** pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County of Galveston** and **City of La Marque** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of $1,446,838.00 for the Gulf Coast Auto Crimes Task Force, and,

WHEREAS, the **City** has agreed to contribute the total of $30,485.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **City** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **City** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **City** (sub-grantee) agrees to contribute a total of $30,485.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	$28,085.00	Fringe paid by City in lieu of match (Professional and Contractual Services)
Fuel for Agent's Vehicle (City employee)	$2,400.00	In-Kind Match by City (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **County** and **City** fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Gulf Coast Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE IX. FINANCIAL ADMINISTRATION

9 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE X. COMPLIANCE

10 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

(1) Reviewing financial and performance reports required by the local government.

(2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XI. ENTIRE AGREEMENT

11 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2025.

County of Galveston by:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

City of La Marque by:

Barbara Holly
Barbara Holly, Interim City Manager

10-14-25
Date Signed

ATTEST:

Kierra Nance
Kierra Nance, City Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of authorizing the County Engineer to issue a sand pit permit at 3925 Hwy 87, Port Bolivar, Texas 77650 to Sidney Bouse on behalf of John “JC” Bouse submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	10/30/25 7:52 am
2	Dianna Martinez	Approve	10/30/25 9:59 am

THE COUNTY OF GALVESTON
OFFICE OF THE COUNTY ENGINEER
722 Moody, Galveston, Texas 77550
(409) 770-5399
www.galvestoncountytx.gov

Land Owner Authorization

This form is to be completed by the land owner, sealed by a notary and uploaded with the permit application.

(If you have a contractor or other persons applying on your behalf, the authorization portion of this document must be completed. If not, you may leave it blank or write in N/A)

I hereby authorize John "JC" Bouse to act on my behalf in the processing of this application for a sand pit permit at 3925 Hwy 87 Port Bolivar TX 77650 and to furnish, upon request, supplemental information in support of this application.

I agree for both myself and on those working on behalf of me that:

- I acknowledge Galveston County's interest in and responsibility of ensuring compliance with its Adopted Regulations for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula;
- Any deviation from the permitted improvements is justification for the issuance of a Stop Work Order.
- I understand that any deviation in the work performed on the Improvements is a wrongful act causing irreparable injury and presenting imminent harm, for which Galveston County has no adequate remedy at law;
- I further agree that Galveston County's lack of an adequate remedy at law justifies imposition of a temporary restraining order and a temporary injunction issued against me to bar any further work under the Sand Pit Permit pending resolution of the dispute between Galveston County and me;
- In the event that Galveston County files suit seeking injunctive and/or other relief, I hereby submit to the jurisdiction of the State District Courts exercising jurisdiction in Galveston County and agree to the issuance of such temporary restraining orders and temporary injunctions as may be required to halt the construction of work on the Improvements that deviate from the Building Permit;
- In the event that Galveston County files suit against me I agree to pay the reasonable attorneys' fee, court costs and other expenses incurred by the County in the prosecution of that suit; and
- The receipt, acceptance, and/or deposit of a check, money order or any form of payment to the County does not constitute any approval of a permit.

I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

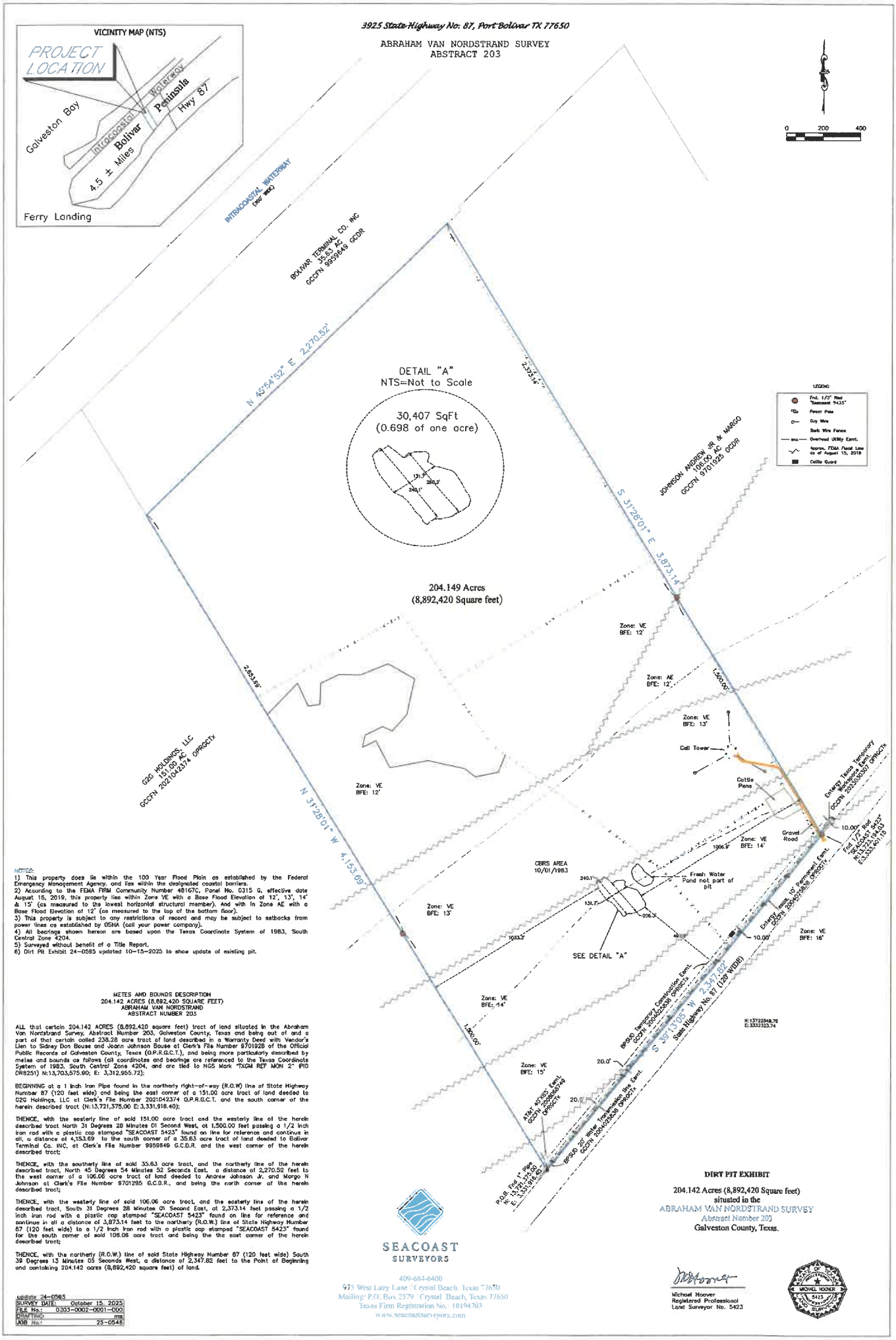
Signature of Land Owner

10/29/2025
Date

State of Texas
County of Grimes
This instrument was acknowledged before me on
October 29 2025
Date
By Sidney Bouse
Name of person

TATUM NEVILL
Notary Public, State of Texas
My Commission Expires
June 26, 2028
NOTARY ID 13[illegible]127

Notary Signature



NOTES:
1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency, and lies within the designated coastal barriers.
2) According to the FEMA FIRM Community Number 48167C, Panel No. 0315 G, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12', 13', 14' & 15' (as measured to the lowest horizontal structural member). And with in Zone AE with a Base Flood Elevation of 12' (as measured to the top of the bottom floor).
3) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
4) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204.
5) Surveyed without benefit of a Title Report.
6) Dirt Pit Exhibit 24-0585 updated 10-15-2025 to show update of existing pit.

METES AND BOUNDS DESCRIPTION
204.142 ACRES (8,892,420 SQUARE FEET)
ABRAHAM VAN NORDSTRAND
ABSTRACT NUMBER 203

ALL that certain 204.142 ACRES (8,892,420 square feet) tract of land situated in the Abraham Van Nordstrand Survey, Abstract Number 203, Galveston County, Texas and being out of and a part of that certain called 238.28 acre tract of land described in a Warranty Deed with Vendor's Lien to Sidney Don Bouse and Joann Johnson Bouse at Clerk's File Number 9701928 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows (all coordinates and bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) N:13,703,575.90; E: 3,312,955.72);

BEGINNING at a 1 inch iron Pipe found in the northerly right-of-way (R.O.W) line of State Highway Number 87 (120 feet wide) and being the east corner of a 151.00 acre tract of land deeded to G2G Holdings, LLC at Clerk's File Number 2021042374 O.P.R.G.C.T. and the south corner of the herein described tract (N:13,721,375.00 E:3,331,918.40);

THENCE, with the easterly line of said 151.00 acre tract and the easterly line of the herein described tract North 31 Degrees 28 Minutes 01 Second West, at 1,500.00 feet passing a 1/2 inch iron rod with a plastic cap stamped "SEACOAST 5423" found on line for reference and continue in all, a distance of 4,153.69 to the south corner of a 35.63 acre tract of land deeded to Bolivar Terminal Co. INC. at Clerk's File Number 9959649 G.C.D.R. and the west corner of the herein described tract;

THENCE, with the southerly line of said 35.63 acre tract, and the northerly line of the herein described tract, North 45 Degrees 54 Minutes 52 Seconds East, a distance of 2,270.52 feet to the west corner of a 106.06 acre tract of land deeded to Andrew Johnson Jr. and Margo N Johnson at Clerk's File Number 9701295 G.C.D.R., and being the north corner of the herein described tract;

THENCE, with the westerly line of said 106.06 acre tract, and the easterly line of the herein described tract, South 31 Degrees 28 Minutes 01 Second East, at 2,373.14 feet passing a 1/2 inch iron rod with a plastic cap stamped "SEACOAST 5423" found on line for reference and continue in all a distance of 3,873.14 feet to the northerly (R.O.W.) line of State Highway Number 87 (120 feet wide) to a 1/2 inch iron rod with a plastic cap stamped "SEACOAST 5423" found for the south corner of said 106.06 acre tract and being the the east corner of the herein described tract;

THENCE, with the northerly (R.O.W.) line of said State Highway Number 87 (120 feet wide) South 39 Degrees 13 Minutes 05 Seconds West, a distance of 2,347.82 feet to the Point of Beginning and containing 204.142 acres (8,892,420 square feet) of land.

DIRT PIT EXHIBIT

204.142 Acres (8,892,420 Square feet)
situated in the
ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203
Galveston County, Texas.

SEACOAST
SURVEYORS
409-684-6400
475 West Lazy Lane / Crystal Beach, Texas 77650
Mailing: P.O. Box 2579 / Crystal Beach, Texas 77650
Texas Firm Registration No.: 10194703
www.seacoastsurveyors.com

Michael Hoover
Registered Professional
Land Surveyor No. 5423

update 24-0585	
SURVEY DATE:	October 15, 2025
FILE No.:	0203-0002-001-000
DRAFTING:	mtb
JOB No.:	25-0548

Application for a Sand Pit Permit

SAND-24-4 Renewal

Submitted On: Oct 29, 2025

Applicant

John "JC" Bouse
979-578-2007
@ bolivarsandholdings@gmail.com

Primary Location

3925 HWY 87
PORT BOLIVAR, TX 77650

Owner / Agent Information

Is the applicant the owner?

No

Company/Owner Name

Sidney Bouse

Company Contact

--

Owner Mailing Address

PO Box 6

Owner City

Iola

Owner State

TX

Owner ZIP Code

77861

Owner Email

sid@surveygalveston.com

Owner Phone

409.771.5554

Project Information

Parcel ID Number

369365

Name of Subdivision/Tract

A Van Nordstrom Survey Tract 2-1

Total Acreage of Property

204

Proposed Excavation Width

240

Proposed Excavation Length

500

Signature

I acknowledge Galveston County’s interest in and responsibility of ensuring compliance with its Adopted Regulations for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula;

Any deviation from the permitted improvements is justification for the issuance of a Stop Work/Non-Compliance Order.

The receipt, acceptance, and/or deposit of a check, money order or any form of payment to the County does not constitute the approval of a permit.

I acknowledge that I have read Galveston County's Adopted Order on Sand Pits

I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

Signature

true

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of authorizing the County Engineer to issue a sand pit permit at 3899 Hwy 87, Port Bolivar, Texas 77650 to John “JC” Bouse submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	10/30/25 7:51 am
2	Dianna Martinez	Approve	10/30/25 10:05 am

Application for a Sand Pit Permit

SAND-24-3 Renewal

Submitted On: Oct 28, 2025

Applicant

John "JC" Bouse
979-578-2007
@ bolivarsandholdings@gmail.com

Primary Location

3899 HWY 87
PORT BOLIVAR, TX 77650

Owner / Agent Information

Is the applicant the owner?

Yes

Project Information

Parcel ID Number

404822

Name of Subdivision/Tract

S Parr Sur Tract 6-1

Total Acreage of Property

151

Proposed Excavation Width

500

Proposed Excavation Length

900

Signature

I acknowledge Galveston County's interest in and responsibility of ensuring compliance with its Adopted Regulations for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula;

Any deviation from the permitted improvements is justification for the issuance of a Stop Work/Non-Compliance Order.

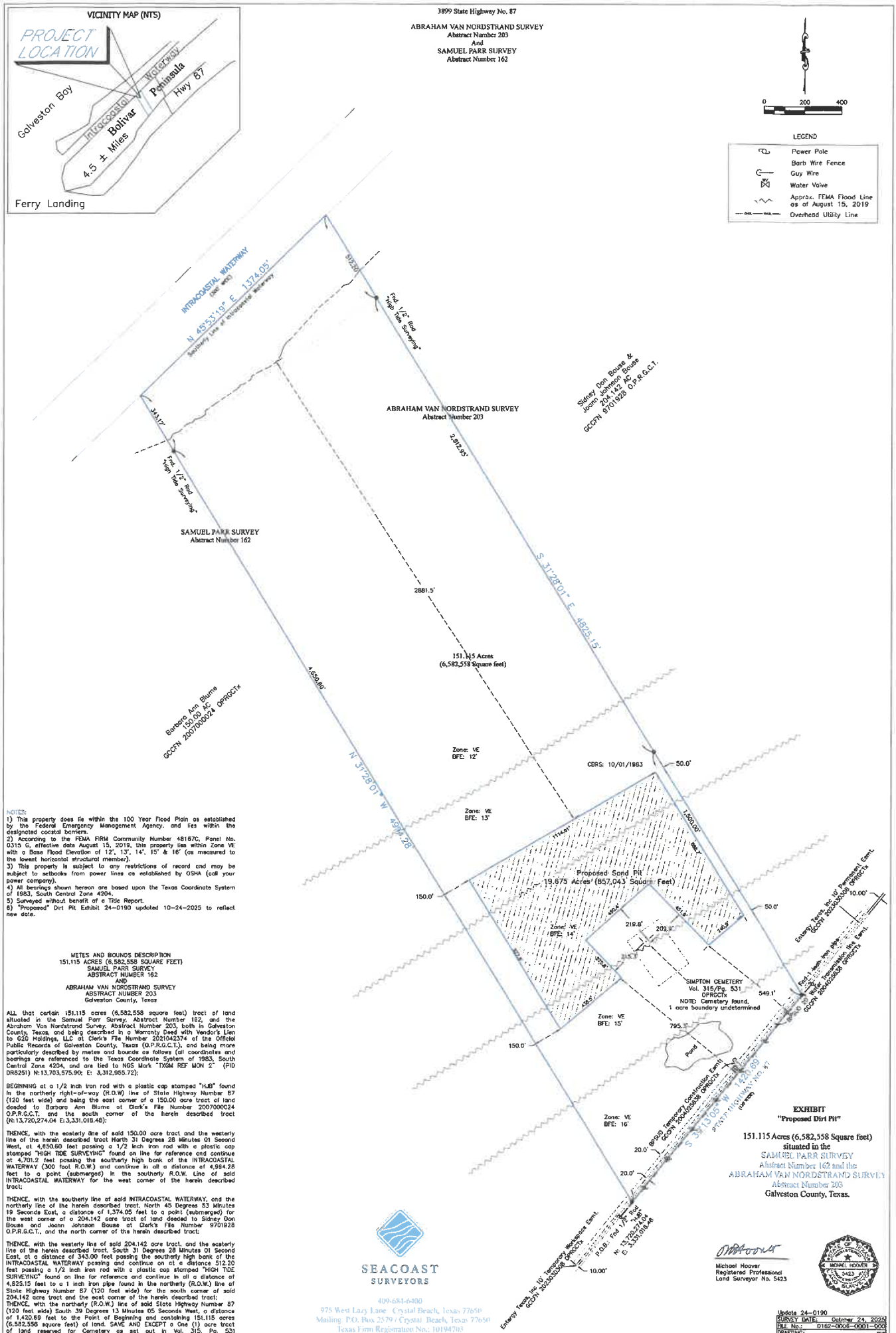
The receipt, acceptance, and/or deposit of a check, money order or any form of payment to the County does not constitute the approval of a permit.

I acknowledge that I have read Galveston County's Adopted Order on Sand Pits

I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

Signature

true


VICINITY MAP (NTS)
PROJECT LOCATION
Galveston Bay
Intracoastal Waterway
Bolivar Peninsula
Hwy 87
4.5 ± Miles
Ferry Landing
3899 State Highway No. 87
ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203
And
SAMUEL PARR SURVEY
Abstract Number 162
0
200
400
LEGEND
Power Pole
Barb Wire Fence
Guy Wire
Water Valve
Approx. FEMA Flood Line as of August 15, 2019
Overhead Utility Line
INTRACOASTAL WATERWAY (300' wide)
Southerly Line of Intracoastal Waterway
N 45°53'19" E 1374.05'
343.17'
939.20'
Fnd. 1/2" Rod "High Tide Surveying"
ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203
Sidney Don Bouse & Joann Johnson Bouse
204.142 AC
GCCFN 9701928 O.P.R.G.C.T.
2,812.85'
SAMUEL PARR SURVEY
Abstract Number 162
2881.5'
S 31°28'01" E 4826.15'
151.115 Acres
(6,582,558 Square feet)
4,850.60'
N 31°28'01" W 4914.28'
Barbara Ann Blume
150.00 AC
GCCFN 2007000024 OPRGCTx
Zone: VE
BFE: 12'
Zone: VE
BFE: 13'
Zone: VE
BFE: 14'
Zone: VE
BFE: 15'
Zone: VE
BFE: 16'
CBRS: 10/01/1983
50.0'
1,320.00'
1714.91'
Proposed Sand Pit
19.675 Acres (857,043 Square Feet)
150.0'
50.0'
219.8'
203.3'
465.6'
471.4'
345.3'
438.6'
SIMPTON CEMETERY
Vol. 315/Pg. 531
OPRGCTx
NOTE: Cemetery found, 1 acre boundary undetermined
549.1'
795.1'
Pond
Entergy Texas Inc 10' Permanent Easement
GCCFN 2003030008 OPRGCTx
10.00'
Fnd 1 Inch Iron pipe
Entergy Texas Inc 10' Transmission Line Easement
GCCFN 2004035638 OPRGCTx
BP SOLD Temporary Construction Easement
GCCFN 2004035638 OPRGCTx
20.0'
20.0'
STATE HIGHWAY NO. 87
(120' R.O.W.)
S 39°13'05" W 1420.69'
Fnd. 1/2" Rod
N: 13,720,274.04
E: 3,331,018.48
P.O.B.
Entergy Texas, Inc 10' Temporary Workspace Easement
GCCFN 2003030008 OPRGCTx
10.00'
NOTES:
1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency, and lies within the designated coastal barriers.
2) According to the FEMA FIRM Community Number 48167C, Panel No. 0315 G, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12', 13', 14', 15' & 16' (as measured to the lowest horizontal structural member).
3) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
4) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204.
5) Surveyed without benefit of a Title Report.
6) "Proposed" Dirt Pit Exhibit 24-0190 updated 10-24-2025 to reflect new date.
METES AND BOUNDS DESCRIPTION
151.115 ACRES (6,582,558 SQUARE FEET)
SAMUEL PARR SURVEY
ABSTRACT NUMBER 162
AND
ABRAHAM VAN NORDSTRAND SURVEY
ABSTRACT NUMBER 203
Galveston County, Texas
ALL that certain 151.115 acres (6,582,558 square feet) tract of land situated in the Samuel Parr Survey, Abstract Number 162, and the Abraham Van Nordstrand Survey, Abstract Number 203, both in Galveston County, Texas, and being described in a Warranty Deed with Vendor's Lien to G2G Holdings, LLC at Clerk's File Number 2021042374 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows (all coordinates and bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) N: 13,703,575.90; E: 3,312,955.72);
BEGINNING at a 1/2 inch iron rod with a plastic cap stamped "HJB" found in the northerly right-of-way (R.O.W) line of State Highway Number 87 (120 feet wide) and being the east corner of a 150.00 acre tract of land deeded to Barbara Ann Blume at Clerk's File Number 2007000024 O.P.R.G.C.T. and the south corner of the herein described tract (N: 13,720,274.04 E: 3,331,018.48);
THENCE, with the easterly line of said 150.00 acre tract and the westerly line of the herein described tract North 31 Degrees 28 Minutes 01 Second West, at 4,850.60 feet passing a 1/2 inch iron rod with a plastic cap stamped "HIGH TIDE SURVEYING" found on line for reference and continue at 4,701.2 feet passing the southerly high bank of the INTRACOASTAL WATERWAY (300 foot R.O.W.) and continue in all a distance of 4,984.28 feet to a point (submerged) in the southerly R.O.W. Line of said INTRACOASTAL WATERWAY for the west corner of the herein described tract;
THENCE, with the southerly line of said INTRACOASTAL WATERWAY, and the northerly line of the herein described tract, North 45 Degrees 53 Minutes 19 Seconds East, a distance of 1,374.05 feet to a point (submerged) for the west corner of a 204.142 acre tract of land deeded to Sidney Don Bouse and Joann Johnson Bouse at Clerk's File Number 9701928 O.P.R.G.C.T., and the north corner of the herein described tract;
THENCE, with the westerly line of said 204.142 acre tract, and the easterly line of the herein described tract, South 31 Degrees 28 Minutes 01 Second East, at a distance of 343.00 feet passing the southerly high bank of the INTRACOASTAL WATERWAY passing and continue on at a distance 512.20 feet passing a 1/2 inch iron rod with a plastic cap stamped "HIGH TIDE SURVEYING" found on line for reference and continue in all a distance of 4,825.15 feet to a 1 inch iron pipe found in the northerly (R.O.W.) line of State Highway Number 87 (120 feet wide) for the south corner of said 204.142 acre tract and the east corner of the herein described tract;
THENCE, with the northerly (R.O.W.) line of said State Highway Number 87 (120 feet wide) South 39 Degrees 13 Minutes 05 Seconds West, a distance of 1,420.69 feet to the Point of Beginning and containing 151.115 acres (6,582,558 square feet) of land. SAVE AND EXCEPT a One (1) acre tract of land reserved for Cemetery as set out in Vol. 315, Pg. 531 (O.P.R.G.C.T.)
SEACOAST SURVEYORS
409-684-6400
975 West Lazy Lane Crystal Beach, Texas 77650
Mailing: P.O. Box 2579 / Crystal Beach, Texas 77650
Texas Firm Registration No.: 10194703
www.seacoastsurveyors.com
EXHIBIT
"Proposed Dirt Pit"
151.115 Acres (6,582,558 Square feet)
situated in the
SAMUEL PARR SURVEY
Abstract Number 162 and the
ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203
Galveston County, Texas.
Michael Hoover
Registered Professional
Land Surveyor No. 5423
STATE OF TEXAS
MICHAEL HOOVER
5423
REGISTERED
PROFESSIONAL
LAND
SURVEYOR
Update 24-0190
SURVEY DATE: October 24, 2025
FILE No.: 0162-0006-0001-000
DRAFTING: mg
JOB No.: 25-0558

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 10/30/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description: Rollover Bay Park**

7) **PEID No: 724439**
8) **Req No:**
9) **Orgkey: 2915 522190**
10) **Object Code: Capitol Outlays**
11) **Vendor: MC2 Civil**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: CDBG Project Accounts**
14) **Fund #: 2915**
15) **Current Year Budgeted: $6,108,866.30**
16) **Current Year Projected: $4,327,638.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $4,327,638.00**

To Be Completed by Purchasing Department

22) **Contract Start Date:** TBD
23) **Auto Renewal Contract:** No
24) **Bid No: 25-059**
25) **Contract End Date:** TBD
26) **Contract # Issued by Purchasing Department: 232150 (SC-0000991)**

NOTES: HB1295 on File - Dates are TBD until Notice to proceed is received.

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	10/30/25 9:47 am
2	Melissa Fleming	Approve	10/30/25 10:15 am
3	Francisco Rodriguez	Approve	10/30/25 10:37 am
4	Diana Huallpa	Approve	10/30/25 11:01 am
5	Sergio Cruz	Approve	10/30/25 11:05 am
6	Veronica Van Horn	Approve	10/31/25 2:13 pm

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

ROLLOVER BAY PARK PROJECT

ITB #25-059

GLO CONTRACT NO. 16-209-000-9676

PROJECT NO. DRS230052

STATE OF TEXAS
ANTHONY B GAVLIK
109896
LICENSED
PROFESSIONAL ENGINEER

08/15/2025

Anthony Gavlik, P.E. *Date*
Civil Engineer

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

September 16, 2025

PROJECT NAME: **Rollover Bay Park**

SOLICITATION NO: **ITB 25-059**

RE: **ADDENDUM #1**

To All Prospective Bidders:

The following information is being provided to aid in preparation of your bid submittal(s):

Attachments:

1. The **Bid Proposal** included in the original bid packet for ITB 25-059, Rollover Bay Park have been revised. Please submit **"Bid Proposal Addendum #1" included in this addendum with your submittal**. Changes made: **modified Bid Item #6 and Added Bid Items 63 thru 66. Bid Proposal Pricing Sheet** attached.

2. Added **TXDOT Spec Item 150 Blading** for new Bid Item #64 Blading – Site Rough Grading in bid proposal. See Attached.

3. Added **TXDOT Driveway Permit** for reference. See attached.

Question #1: ***Please see attached [images]. Can Lumberock 1x6 Coastal Collection Decking (24'' O.C. span) be used for the 1x6 composite decking on the Rollover Bay Park Project?***

Response: The Lumberrock Coastal 5/4x6 (Actual 1"x5.5") grooved Deck Board can be used for the Bird Observation deck and ramp. The Coastal product is slightly thicker, 1" vs. 0.94" for TREX or TimberTech. The difference in thickness falls within the elevation tolerances for setting the deck so not an issue. The supporting stringer spacing (12" O.C.) as shown on the plans shall not be altered.

The Galveston County Commissioners' Court reserves the right to award a contract to one or more contractors, whatever is most advantageous to the County.

If you have any further questions regarding this solicitation, please address them to the following representative or contact the Purchasing Department at (409) 770-5371 for assistance:

Veronica Van Horn
Galveston County Interim Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
E-mail: Veronica.VanHorn@co.galveston.tx.us

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Veronica Van Horn,
Interim Purchasing Agent

1 Addendum 1 September 16, 2025

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
A. SITE PREPARATION AND EXCAVATION ITEMS						
1	500	Mobilization	LS	1	$	$
2	100-7001	Site Preparation, Clearing, Rough Grading	AC	7	$	$
3	542-6001	Removing Metal Beam Guard Fence	LF	51	$	$
4	104-6037	Relocation of Concrete Barriers	LF	155	$	$
5	496-6040	Structure Removal (assumed concrete Deadman removal for bridge piles)	LF	138	$	$
					TOTAL SITE PREPARATION AND EXCAVATION ITEMS:	$
B. PAVEMENT AND STORM SEWER ITEMS						
6	132-6002	Finish Grading - Proof Rolling (Site grading for parking lot, park amenities, drainage, and sidewalk)	CY	2530	$	$
7	247-7069	Flexible Aggregate Base Course, 8" Depth	SY	3331	$	$
8	SS3048, 275-7017	Pervious Concrete Pavement (6" depth driveway and parking lot, including subgrade modifications)	SY	2316	$	$
9	530-6019, 275-7017	Asphalt Driveway (including subgrade modifications)	SY	167	$	$
10	529-7024	Ribbon Curb (2' width)	LF	1242	$	$
11	SS3048, 275-7017	Pervious Paving (4" depth driveway, concrete pads)	SY	836	$	$
12	SS3048, 275-7017	Pervious Sidewalks (4" depth sidewalks, ADA access to amenities)	SY	3160	$	$
13	1005-6001	Decomposed Granite	CY	15	$	$
14	531-6005	ADA Parallel Curb Ramp	EA	2	$	$
15	194-7007	Wheel Stop	EA	24	$	$
16	474-6021	Sidewalk Drain	LF	44	$	$
17	760-7002	Swale Restoration	CY	315	$	$
18	506-6038, 506-6039	Temporary Sediment Control Fencing	LF	2300	$	$
19	506-7020	Stabilized Construction Exits	SY	532	$	$
					TOTAL PAVEMENT AND STORM SEWER ITEMS:	$
C. SIGNING AND STRIPING ITEMS						
20	666-6174	Reflective Pavement Marking	LF	495	$	$

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
					TOTAL SIGNING AND STRIPING ITEMS:	$
D. LANDSCAPE ARCHITECTURE ITEMS						
21	194	Recycled Plastic ADA Picnic Table	EA	1	$	$
22	194	Recycled Plastic Picnic Table	EA	4	$	$
23	194	Recycled Plastic Bench	EA	3	$	$
24	194	Recycled Plastic Trash Receptacle	EA	1	$	$
25	194	Bike Rack	EA	1	$	$
26	194	Pipe Gate	EA	1	$	$
27	194	Shade Pavilion	LS	1	$	$
28	194	Fitness Station Equipment	LS	1	$	$
29	194	Entry Signage	EA	1	$	$
30	192, 193	Perennial (1 Gal)	EA	629	$	$
31	192, 193	Perennial (3 Gal)	EA	179	$	$
32	192, 193	Perennial (5 Gal)	EA	135	$	$
33	180, 193	Drainfield Seed Mix	LBS	62	$	$
34	180, 193	Coastal Prairie Seed Mix	LBS	38	$	$
35	180, 193	Turf	LBS	41	$	$
36	192	Mulch (3" depth)	CY	69	$	$
37	160, 161, 166	Plant Soil Mix (8" depth at perennials, 2" depth at seeding)	CY	1602	$	$
38	192	Landscape Edge	LF	143	$	$
39	192	Landscape Bed Preparation	SY	7362	$	$
40	168	Vegetative Watering	MG	97	$	$
41	194	Safety Bollard	EA	469	$	$

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
42	194	Galvanized Steel Wire Rope	LF	2153	$	$
					TOTAL LANDSCAPE ARCHITECTURE ITEMS:	$

E. UTILITY ITEMS

43	624	Ground Boxes	EA	5	$	$
44	628	Lighting Control Panel Pedestal	LS	1	$	$
45	402	Trenching	LF	1000	$	$
46	610, 616	Ramp Bollard Lights	EA	36	$	$
47	610, 616	Parking Pole Lights	EA	2	$	$
48	610, 616	Parking Poles	EA	2	$	$
49	618, 620	Conduit and Cabling	LF	1500	$	$
					TOTAL UTILITY ITEMS:	$

F. STRUCTURAL (TIMBER) ITEMS

43	490	Composite Decking	SF	2025	$	$
44	491	Treated Timber	MBF	20	$	$
45	406	Timber Poles (10")	LF	576	$	$
46	406	Timber Poles (12")	LF	288	$	$
47	490	Timber Railing	LF	609	$	$
48	416-6002	24" Drilled Shafts	LF	2660	$	$
49	SS7304	Fabric Roof	LS	1	$	$
					TOTAL STRUCTURAL (TIMBER) ITEMS:	$

G. STRUCTURAL (BRIDGE) ITEMS

50	400-6005	Cement Stabilized Abutment Backfill	CY	177	$	$
51	409-7002	Prestressed Concrete Piles (18")	LF	1680	$	$
52	420-6013	Bridge Abutment Concrete	CY	59	$	$
53	422-6007	Bridge Reinforced Concrete Slab (5")	SF	3160	$	$

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
54	425-7018	Prestressed Concrete Slab Beams (Vehicular Bridge)	LF	445	$	$
55	425-7019	Prestressed Concrete Slab Beams (Pedestrian Bridge)	LF	267	$	$
56	432-7043	Stone Riprap	CY	322	$	$
57	450-7008	Vehicular Bridge Railing (T223) (32" Bridge railing - concrete beam and post with 6' openings)	LF	64	$	$
58	450-7034	Vehicular Bridge Railing (C223) (42" Bridge railing - C223 with steel pipe railing)	LF	64	$	$
59	N/A	Pedestrian Bridge Railing (Wood)	LF	228	$	$
60	658-6014	Bridge Mounted Delineators	EA	13	$	$
61	N/A	Temporary Work Bridges	EA	2	$	$
					TOTAL STRUCTURAL (BRIDGE) ITEMS:	$

H. MATERIALS TESTING ITEMS

62	6	Materials Testing	LS	1	$	$
					TOTAL MATERIALS TESTING ITEMS:	$
					TOTAL BID (SUM OF ITEMS A - H):	$

1

I. ADDITIONAL ITEM: SPREAD AND FILL SITE

63	132-7003	Embankment (FNL)(OC(TY B) - Placement of no-cost source of site fill site fill from adjacent Rollover Pier project onto Rollover Bay Park project site	CY	7940	$	$
64	150-6002	Blading - Site Rough Grading	HR	40	$	$
65	506-7039	Install Temporary Sediment Control Fence	LF	2300	$	$
66	506-7041	Remove Temporary Sediment Control Fence	LF	2300	$	$
					TOTAL BID WITH ADDITIONAL ITEM (SUM OF ITEMS A - I):	$

Notes:

[1] The intent of the Contract Documents is for the Contractor to include all items necessary for the proper execution and completion of the Work described in the Contract Documents. No separate measurement and payment shall be made for any work unless identified as a pay item in the BID. Include the cost of work not identified as a separate pay item in Contract price bid for items of which this work is a component. In case of discrepancy between measurement and payment within the BID and Technical Specification Section, the BID shall govern.

[2] In the event of a discrepancy, this column shall govern.

Item 150
Blading

1. DESCRIPTION

Blade portions of the project limits as shown on the plans or as directed.

2. EQUIPMENT

Use a dual or four-wheel drive power maintainer equipped with pneumatic tires, a blade at least 12 ft. long, and a wheelbase of no less than 16 ft. when work is measured and paid for by the number of hours of blading. Provide a scarifier if the maintainer is not equipped with a scarifier attachment.

3. CONSTRUCTION

Blade all areas to the section, line, and grade shown on the plans. Use a scarifier when necessary to loosen materials before blading. Use hand methods or other means around structures, trees, and other obstructions if doing the work with a blade is impractical. Do not drag, push, or scrape material along or across completed pavement.

4. MEASUREMENT

This Item will be measured by the 100-ft. station along the base line of each roadbed or by the number of hours of blading, including scarifying.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Blading." This price is full compensation for furnishing and operating equipment and for labor, materials, tools, and incidentals.

Work done by hand labor methods adjacent to structures, trees, and other obstructions will not be measured or paid for directly but will be subsidiary to this Item. Work performed under this Item will not include work specified for payment under other Items.

Docusign Envelope ID: 47D38D9E-98DE-4513-B362-61A3B379A1F9

Permit to Construct Access Driveway Facilities on Highway Right of Way

PERMIT NUMBER: 25030061				
	* Attach kmz or kml file, OR	ROADWAY		
REQUESTOR	provide GPS Lat./Long.	HWY NAME	SH	0087
	29.50841, -94.50113	FOR TxDOT'S USE		
		CONTROL	0367	
NAME	Galveston County c/o HNTB	SECTION	03	
MAILING ADDRESS	1867 Texas 87			
CITY, STATE, ZIP	Bolivar Peninsula, TX 77617			
PHONE NUMBER	512-720-2082 - James Bass			
EMAIL ADDRESS	jbass@hntb.com			

*LOCATION OR COORDINATES AT INTERSECTION OF DRIVEWAY CENTERLINE WITH ABUTTING ROADWAY

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Galveston County c/o HNTB, hereinafter called the Permittee (i.e., property owner) ☐ construct / ☒ reconstruct a Street Tie-In (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number SH 87 in Galveston County, located N. Bauer Lane.

USE ADDITIONAL SHEETS AS NEEDED

Is this parcel in current litigation with the State of Texas? ☐ YES ☒ NO (If Yes, TxDOT will coordinate with District ROW Office.)

Is the Permittee or a family member of Permittee an employee or official of the Texas Department of Transportation? ☐ YES ☒ NO
(If Yes, name of employee or official _____)

Does an employee or official of the Texas Department of Transportation serve as an employee or officer of Permittee or own a controlling interest in Permittee? ☐ YES ☒ NO (If Yes, name of employee or official _____)

This permit is subject to the Access Driveway Policy described on page 2 and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the state highway right of way.
2. The Permittee represents that the design of the facilities, as shown in the attached design sketch, is in accordance with the Roadway Design Manual, Hydraulic Design Manual and the access management standards set forth in the Access Management Manual (except as otherwise permitted by an approved variance).
3. Construction of the driveway shall be in accordance with the attached design sketch, and is subject to inspection and approval by the State.
4. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with prior written approval of the State. The department shall maintain all portions of public driveways that lie within the state highway right of way and that connect to highways that are the maintenance responsibility of the department.
5. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage related to the driveway permitted hereunder.
6. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way. The Permittee shall ensure that any vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
7. The State reserves the right to require a new access driveway permit in the event of: (i) a material change in land use, driveway traffic volume or vehicle types using the driveway, or (ii) reconstruction or other modification of the highway facility by the State.
8. The State may revoke this permit upon violation of any provision of this permit by the Permittee.
9. This permit will become null and void if the above-referenced driveway facilities are not constructed within one year from the issuance date of this permit.
10. The Permittee will contact the State's representative Joyce A. Girouard telephone, (409) 978-2552, at least twenty-four (24) hours prior to beginning the work authorized by this permit.
11. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the State. Note, a driveway involving an Access Denial Line (ADL) does not have a right to appeal.

Docusign Envelope ID: 47D38D9E-98DE-4513-B362-61A3B379A1F9

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the highway right of way.

Date: 9/16/2025 Signed: DocuSigned by: Michael Shannon 7E1FC92CEFED40D...

(Property owner or owner's representative)

Access Driveway Policy

Title 43 Texas Administrative Code (Transportation), Part 1 (Texas Department of Transportation) Chapter 11 (Design), Subchapter C (Access Connections To State Highways) and the "Access Management Manual" establish policy for the granting of access and the design, materials and construction of driveways connecting to state highways. All driveway facilities must follow this policy. To the extent there is any conflict between this permit and the policy, the policy shall control. If a proposed driveway does not comply with the access management standards, the owner may seek a variance to a requirement contained in the access management standards by contacting the local TxDOT office.

As to driveway permits that are issued under §11.59 of Subchapter C (Access Connections To State Highways), no rights of access are conveyed by issuance of a driveway permit. Issuance of a driveway permit under this section does not convey any property right, including a right of access to the highway facility. The department, in its sole discretion, may revoke a permit issued under this section on its determination that the access location is needed for a highway purpose. Such a revocation may not be the basis for any claim of a constitutional taking of property for the loss of access to the highway facility.

TxDOT Driveway Permit Request Contact

For a local contact for your TxDOT Driveway Permit Request or variance request, visit: http://www.txdot.gov/inside-txdot/district.html. You can select the respective District, and then select the District Contacts which will include the applicable Area Engineers.

Other Conditions

In addition to Items 1 thru 11 on page 1 of this permit, the driveway facility shall also be in accordance with the attached design sketch and subject to the following additional conditions stated below:

Provide for a 24' wide street tie-in with 25' radii, per plans dated 05/29/2025 and sheet SUP-01 dated 08/01/2025.

Also, attached Special Provisions dated July 1, 2022 must be followed

Variance Documentation Justification

(A variance to any requirement contained in the access management standards may be granted if justified in accordance with an item below and approved by the district engineer, or the district engineer's designee.)

For a Variance request, please indicate which of the below are applicable, as required by TAC §11.52(e):

- ☐ a significant negative impact to the owner's real property or its use will likely result from the denial of its request for the variance, including the loss of reasonable access to the property or undue hardship on a business located on the property.
- ☐ an unusual condition affecting the property exists that was not caused by the property owner and justifies the request for the variance.

For the conditions selected above, provide written justification below. (Attach additional sheets, if needed)

Docusign Envelope ID: 47D38D9E-98DE-4513-B362-61A3B379A1F9

For TXDOT use below:

For Variance denials, please indicate which of the below conditions, as provided in TAC §11.52(e), were determined:

☐ adversely affect the safety, design, construction, mobility, efficient operation, or maintenance of the highway; or

☐ likely impair the ability of the state or the department to receive funds for highway construction or maintenance from the federal government.

For driveway permits to be issued under TAC §11.59:
Is this driveway crossing an access denial line? ☐ YES ☐ NO

(If Yes, is this a ☐ private driveway or a ☐ commercial driveway?)

Private Driveway Fee: ☐ $250

Commercial Driveway Fee: ☐ $2,500 ☐ $10,000 ☐ $25,000

Date of Issuance of permit that crosses an access denial line	District Engineer Approval (No Delegation)
Date of Issuance of permit that does not cross an access denial line	District Engineer, or designee Approval
Date of Issuance as per Variance to AMM	District Engineer, or designee Approval
Date of Denial	District Engineer Denial (No Delegation)

Attachments:

Sketch of Installation

All Variance Documentation

Docusign Envelope ID: 47D38D9E-98DE-4513-B362-61A3B379A1F9

Permit Special Provisions

Revised July 1, 2022

1. The Permittee is responsible for all costs associated with the construction of this access driveway.

2. All Pipes used shall be Reinforced Concrete Pipe (RCP), unless otherwise specified.

3. Culvert crossings within the 30-foot clear zone (parallel culverts) shall be required to have minimum 6:1 sloping ends known as Safety End Treatments (SETs). The culvert shall have sufficient length to allow the 6:1 slope to be achieved from the edge of pavement to the flowline at the end of the SET. Culverts that exceed 50'f in length shall have a junction box for clean out, or as specified by the TxDOT Area Engineer.

4. Culverts larger than single 33-inch diameter, double 30-inch diameter, or three or more 12-inch diameter shall require safety pipe runners.

5. Riprap or stabilizing material shall be provided and installed by grantee at time of construction, or as directed by the TxDOT Area Engineer.

6. For TxDOT-maintained ASPHALT SURFACED PAVEMENT, no concrete pavement or curbing shall be allowed within State right of way.

7. For TxDOT-maintained CONCRETE SURFACED PAVEMENT, additional full-depth saw cuts may be made as needed to facilitate removal of the concrete within the limits of the required full-depth cuts. Concrete adjacent to the patch shall not be spalled or fractured by the removal procedure.

In Process

8. Placement or removal of beautification on State right of way shall be under the direction of TxDOT.

9. The Permittee certifies that its storm water runoff to the State's right of way shall not be contaminated by any industrial processes or significant pollutants, and the State shall not be held liable for any pollutants entering State right of way through storm water connections.

10. The Permittee be in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS), and Texas Department of Licensing and Regulation (TDLR) requirements for items including but not limited to sidewalks, landings, and wheelchair ramps.

11. Permittee shall obtain overall environmental clearance with all appropriate regulatory agencies prior to beginning construction. Approval of this request by TxDOT does not relieve the Permittee or its agents of this obligation.

12. Work performed on railroad right-of-way, or easements controlled by others, is subject to the concurrence of the owner of said properties. Approval of this request by TxDOT does not relieve the Permittee of this obligation.

13. The complete permit package shall be on the project site at all times and available for review by TxDOT.

14. TxDOT will inspect the construction and may provide the flow-line elevation.

Docusign Envelope ID: 47D38D9E-98DE-4513-B362-61A3B379A1F9

Permit Special Provisions

Revised July 1, 2022

15. All work within the State of Texas right-of-way shall be performed in accordance with State standards and specifications as to the installation and materials used. All materials and mix designs to be placed in TxDOT right-of-way must be obtained from TxDOT approved sources and be of approved TxDOT mix designs.

16. At least five (5) working days prior to any excavation, permittee shall request the location of all underground utilities within the work area by calling 811, and contacting local municipalities, utility districts, school districts, or any other utility owners. TxDOT-owned fiber optic, communications, power, illumination, and traffic signal cabling and conduit can be located by calling the TxDOT Houston District Traffic Operations Office at HOU-LocateRequest@txdot.gov. Do not perform underground work on the project until TxDOT – owned facilities have been located and marked. Use caution when working in these areas to avoid damaging or interfering with existing facilities. Permittee shall be responsible for relocating and/or adjusting any utilities within the work area.

17. This permit is subject to a separate traffic control plan being approved by the Area Engineer. All work must follow the TxDOT Traffic Control Plan Standards, Latest Revision, or if approved, Typical Applications shown in the Texas Manual on Uniform Traffic Control Devices, Latest Revision, Chapter 6-H. The advanced warning signage shown on standards BC(1)-21 thru BC(12)-21 will be required. It is mutually agreed and understood that the implementation and maintenance of the traffic control plan shall be the responsibility of the Permittee. Contractor is required to supply all sub-contractors with a copy of this permit and approved traffic control plan.

In Process

18. The Permittee shall coordinate the sequence of construction and traffic control plan with any adjacent highway construction or maintenance projects. No overnight lane closures will be permitted, unless otherwise approved by the Area Engineer.

19. Work performed within the waterways, such as rivers, creeks, bayous, and drainage ditches, is subject to the concurrence of appropriate regulatory agencies. Permittee shall use Best Management Practices to minimize erosion and sedimentation resulting from proposed activities. Permittee certifies that its drainage system meets all storm water quality criteria of the County and/or City where the permit is located. Construction and/or maintenance of this project shall not adversely affect the drainage patterns within the area.

20. All excavations within the right-of-way shall be backfilled according to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (SPECS), Item 400, as currently amended. All surplus material shall be removed from the right-of-way, and the excavation finished flush with surrounding natural ground.

21. In no event will an edge drop-off be permitted during the hours of darkness. If the Contractor is unable to complete a section before the end of the workday, base material capable of vehicle support shall be pulled back to the existing edge on a 4:1 or flatter slope, to provide for driver and pedestrian safety.

22. The Contractor shall not create a dirt nuisance or safety hazard in any roadway. The pavement shall be cleaned daily.

Docusign Envelope ID: 47D38D9E-98DE-4513-B362-61A3B379A1F9

Permit Special Provisions

Revised July 1, 2022

23. All exposed dirt surfaces shall be sodded, unless otherwise approved by the Area Engineer. A slope of 4:1, or flatter, shall be required on the ditch front slope.

24. No trees, vegetation, valves, meter boxes, cleanouts, ground boxes, handholes, manhole covers, etc. will be allowed in the pavement. These appurtenances shall be relocated elsewhere within the right-of-way, unless otherwise approved by the Area Engineer.

25. The Texas Universal Triangular Slip Base Sign Supports shall be required for all signage within TxDOT right-of-way. Proposed signs, or those which require relocation, shall be done in accordance with the following TxDOT Sign Mounting Details Standards: SMD (GEN)-08, SMD (SLIP-1)-08, SMD (SLIP-2)-08, and SMD (SLIP-3)-08.

26. All work zone pavement markings shall meet the requirements of SPECS, Item 662. All permanent pavement markings shall meet the requirements of SPECS, Item 666, and be placed in accordance with the following TxDOT Pavement Standards: PM(1)-20, PM(2)-20, PM(3)-20, and PM(4)-22. All raised pavement markers shall meet the requirements of SPECS, Item 672.

27. Existing pavement markings shall be removed according to the requirements of SPECS, Item 677, or to the satisfaction of the Area Engineer. All pavement surfaces shall be cleaned and prepared in accordance with SPECS, Item 678.

28. For roadway improvements and Street Tie-Ins, the Contractor shall employ at his/her expense, an approved commercial testing laboratory to perform testing on concrete to determine the in-situ strength. Make at least one set of test specimens for each element cast each day. Cure these specimens under the same conditions as the portion of the structure involved for all stages of construction. Ensure safe handling, curing, and storage of all test specimens. Sample and test the hardened concrete in accordance with SPECS, Item 421. Certified reports of all test results shall be submitted to the Area Engineer.

29. Should the existing roadway pavement or other feature be damaged, it shall be repaired as specified by the Area Engineer.

30. Construction Access Permits are to expire after 12 months, unless renewed.

31. The Permittee acknowledges and fully accepts responsibility and liability for the design, construction, maintenance, and operation of this project, which shall be the responsibility of the Grantee for the life of the project. The Permittee shall indemnify and save harmless the State from any and all damages or losses that may develop due to this project.

32. All TxDOT Standard Sheets are available online for free download:
    Statewide http://www.dot.state.tx.us/business/standardplanfiles.htm
    Houston District http://www.dot.state.tx.us/hou/specinfo/specs.htm

In Process

Docusign Envelope ID: 47D38D9E-98DE-4513-B362-61A3B379A1F9

Permit Special Provisions

Revised July 1, 2022

33. The contractor or sub-contractor is required to contact the TxDOT Local Maintenance Office Supervisor a minimum of 72 hours prior to commencing any work.

- Brazoria Maintenance Office – Permit Section 2: 979-864-8550
- Galveston Maintenance Office – Permit Section 3: 409-978-2551
- Fort Bend Maintenance Office – Permit Section 4: 281-238-7950
- Montgomery Maintenance Office – Permit Section 5: 936-538-3350
- Southeast Harris Maintenance Office – Permit Section 6: 281-464-5540
- Waller Maintenance Office – Permit Section 7: 979-921-2400
- West Harris Maintenance Office – Permit Section 8: 713-934-5900
- Metro Houston Maintenance Office – Permit Section 9: 713-636-7400
- North Harris Maintenance Office – Permit Section 10: 281-319-6450

In Process

CONTENTS

Invitation to Bid..... 1-3

General Provisions..... 4-85

Special Provisions..... 86-93

Attachment A – Vendor Qualification Packet..... 94-104

Attachment B - Acknowledgement and Certification Regarding Debarment..... 105

Attachment C - Certification Regarding Lobbying..... 106

Attachment D - Non-Collusion Affidavit..... 107

Attachment E - Prohibition on Contracts with Companies Boycotting Israel..... 108

Attachment F - Prohibition on Contracts with Certain Companies..... 109

Attachment G – Information for Notice..... 110

Attachment H - References..... 111

Contractor's Certification of Recovered Materials..... 112

Special Provisions for Construction..... 113-124

Prevailing Wage Requirements..... 125-137

Bid Proposal..... 138-142

Contract Award..... 143-144

Affidavit and Surety Forms..... 145-148

Contractor's Local Opportunity Plan..... 149-150

Statement of Bidder's Qualifications..... 151

Contractor Certifications..... 152-154

Equal Opportunity Guidelines for Construction Contractors..... 155-157

Section 504 Certification "Policy of Nondiscrimination on the Basis of Disability"..... 158

Bid Bond, Payment Bond, Performance Bond and Attorney Certification..... 159-165

Disaster Recovery Projects..... 166

Galveston County's Section 3 Policy..... 167-168

Texas General Land Office Section 3 Documents..... 169-174

Specifications..... 175-513

Environmental (USFWS Letter)..... 514-517

Geotech Report..... Separate Document

Plans..... Separate Document

GALVESTON COUNTY
PURCHASING DEPARTMENT

INVITATION TO BID

ITB 25-059

ROLLOVER BAY PARK

SUBMISSION DEADLINE: 09/25/2025

2:00 PM CST

Veronica Van Horn
Interim Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

INVITATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

*****The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed; however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/.**

Purpose:
The proposed project is a recreational park. The Rollover Bay Park site is located on the north side of Highway 87 and within the parcels currently known as Rollover Pass. The purpose of the park facilities is to provide recreational opportunities after the closure of Rollover Pass. Park improvements will include a shade pavilion, pedestrian and driveway bridge crossings, trail amenities, an open-air bird observation deck, exercise equipment, lighting, and a parking area.

Submittal Instructions for "Walk Ins":
Sealed bids in **sets of three (3), one (1) single-sided unbound original and two (2) single-sided copies** will be received in the office of the County Purchasing Agent until **2:00 PM, CST, on Thursday, September 25, 2025,** and opened immediately in that office. Sealed bids are to be delivered to Veronica Van Horn, Interim Galveston County Purchasing Agent, at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any bid received after 2:00 PM CST on the specified date will be returned unopened.

All bids must be marked on the outside of the envelope:
ITB #25-059
Rollover Bay Park

Bidders name, return address, and the enclosed label should be prominently displayed on the bid package for identification purposes.

Procurement Timeline:
A timeline for this ITB and initial process is included below. Galveston County reserves the right to amend these dates and will notify proposers of any changes via an addendum posted on the County's Purchasing Department's website.

- Advertise Solicitation (first date of publication) — Tuesday, August 19, 2025
- Advertise Solicitation (second date of publication) — Tuesday, August 26, 2025
- **Non-Mandatory Pre-Bid Conference** — **Wednesday, September 3, 2025, at 10 AM CST**
- **Question Deadline** — **Wednesday, September 10, 2025, by 5:00 PM CST**
- **Submission Deadline/Bid Opening** — **Thursday, September 25, 2025 by 2:00 PM CST**

Interested parties may attend the Thursday, September 25, 2025, 2:00 PM CST bid opening virtually by using the following link:
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m505349d52cd82920d527fcb8d0432449

Interested parties may attend the Wednesday, September 3, 2025, 10 AM CST Non-Mandatory Pre-Bid conference virtually. Please use the following link:
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=ma54bbbdf15000283d00291cecc06c3d6

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing

Pricing: Submitted prices, if required and applicable, shall be either lump sum or unit prices as shown on bid sheets. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax-exempt, and no taxes should be included in proposal pricing.

Bond Requirements:
There is a bond requirement with this ITB.

Debarment and Suspension:
All contractors/subcontractors that are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, are most advantageous to Galveston County.

Veronica Van Horn
Interim Purchasing Agent

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Table of Contents

1. BID PACKAGE 4
2. BIDDER'S RESPONSIBILITY 4
3. TIME FOR RECEIVING BIDS 4
4. COMPETITIVENESS, INTEGRITY, INQUIRIES, AND QUESTIONS 5
5. BID OPENING 6
6. WITHDRAWAL OF BID / FIRM BID RULE 6
7. COMMISSIONERS' COURT 6
8. REJECTION OF BIDS / DISQUALIFICATION 6
9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS 6
10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT 7
11. EXCEPTIONS TO BID CONDITIONS 7
12. PRICING 7
13. PROCUREMENT CARD (P-CARD) PROGRAM 7
14. PASS THROUGH COST ADJUSTMENTS 8
15. MODIFICATION OF BIDS 8
16. PRE-BID CONFERENCE 8
17. SIGNATURE OF BIDS 8
18. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS 9
19. DISPUTE AFTER AWARD / PROTEST 10
20. PUBLIC INFORMATION ACT (F/K/A OPEN RECORDS ACT) 10
21. BIDDER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE 10
22. RESULTANT CONTRACT 11
23. CONTRACT TERM 12
25. TERMINATION FOR DEFAULT 12
26. TERMINATION FOR CONVENIENCE 13
27. FORCE MAJEURE 13
28. ESTIMATED QUANTITIES 13
29. CONTRACTOR INVESTIGATION 13
30. NO COMMITMENT BY COUNTY OF GALVESTON 13
31. BID COSTS BORNE BY BIDDER 13

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

32. BEST AND FINAL OFFERS (BAFO) 13
33. SINGLE BID RESPONSE 14
34. CHANGES IN SPECIFICATIONS 14
35. BID IDEAS AND CONCEPTS 14
36. BID DISCLOSURES 14
37. INDEMNIFICATION 14
38. REQUIREMENT OF AND PROOF OF INSURANCE 15
39. BID GUARANTEE 16
40. PERFORMANCE AND PAYMENT BONDS (IF REQUIRED) 16
41. PATENT AND COPYRIGHT PROTECTION 17
42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ) 17
43. DISCLOSURE OF INTERESTED PARTIES/FORM 1295 19
44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM 19
45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED 20
46. VERIFICATION NOT TO BOYCOTT ISRAEL 20
47. SOVEREIGN IMMUNITY 21
48. CONTROLLING LAW AND VENUE 21
49. MERGERS, ACQUISITIONS 21
50. DELAYS 22
51. ACCURACY OF DATA 22
52. SUBCONTRACTING/ASSIGNMENT 22
53. INDEPENDENT CONTRACTOR 22
54. MONITORING PERFORMANCE 22
55. SUBJECT TO APPROPRIATION OF FUNDS 22
56. CONTRACTS SUBJECT TO GRANT FUNDING 22
57. PROCUREMENT ETHICS 22
58. NON-COLLUSION AFFIDAVIT 24
59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871 24
60. NON-DISCRIMINATION 25
61. RECORD RETENTION AND RIGHT TO AUDIT 26
62. TITLE VI ASSURANCES/TXDOT 26

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO) 27
64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO) 29
65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT 35
66. ANTITRUST 35
67. LABOR STANDARDS 35
68. PROCUREMENT STANDARDS - 36
69. PROCUREMENT LAWS 47
70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD) 53
71. REQUIRED CONTRACT PROVISIONS 54
72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – (GLO) 72
73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO) 76
74. ENERGY EFFICIENCY (42 U.S.C. 6201 AND 2 CFR 200 APPENDIX II (H)) 80
75. LEAD AND ASBESTOS 81
76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL 81
77. FEDERAL GOVERNMENT NOT A PARTY 81
78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS 81
***79.* ACKNOWLEDGMENT OF GOVERNMENT RECORD 81**
80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES 81
81. ENTIRETY OF AGREEMENT AND MODIFICATION 81
82. NOTICE 82

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

The Special Provisions and the General Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

This solicitation is issued under the general guidance and mandates as referenced in the *Texas Local Government Code, SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL, Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing Act.*

Interested parties are requested to familiarize themselves with these provisions as well as the entire General and Special Provision sections of this document prior to participating and submitting a response to this request.

1. **BID PACKAGE**
   The Invitation to Bid, General and Special Provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Bid are all part of the Bid package and Resultant Contract. **Bids must be submitted in sets of three (3), one (1) unbound original, and two (2) copies,** on the forms provided by the County if County forms are provided and shall include the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners' Court. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid under the terms and conditions in this request for Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this request for Bid and the Bidder's response hereto.

   Bidder further understands that Bidder's signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners' Court and the contract properly executed by the Commissioners' Court.

   All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail.

   Each Bidder is required to thoroughly review this entire Invitation to Bid package to familiarize themselves with the Bid procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Bidder will execute with the County.

2. **BIDDER'S RESPONSIBILITY**
   The Bidder must affirmatively demonstrate its responsibility. The Bidder must also meet the following minimum requirements:

   A. have adequate financial resources or the ability to obtain such resources as required;
   B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances, and orders regarding this request for Bid;
   C. have a satisfactory record of performance;
   D. have a satisfactory record of integrity and ethics; and
   E. be otherwise qualified and eligible to receive an award.

3. **TIME FOR RECEIVING BIDS**
   Bids may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Bidder must deliver the Bid to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston Count Purchasing Agent are the following:

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Veronica Van Horn
Galveston County Interim Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550

Bids will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions section of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the Bids. **For clarity, mailing date/postmark is not sufficient – Bids must be received by the County Purchasing Agent on or before the deadline.** Late Bids will not be accepted and will be returned to the Bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept Bids from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time clock for this solicitation and thus shall be the determinant of whether the Bid was timely received.

The Bidder should prominently identify the procurement number and name on the outside of the envelope/mailing package. If the Bidder fails to identify the request for Bid number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a Bid.

If a Bid is not submitted, return this Request for Bid and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. COMPETITIVENESS, INTEGRITY, INQUIRIES, AND QUESTIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **Bidders are to direct all communications regarding this invitation to bid only to the Galveston County Purchasing Agent,** unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the Bid of the firm found to be in non-compliance.

All questions regarding this Invitation to Bid must be submitted in writing to:

Veronica Van Horn
Interim Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: purchasing.bids@co.galveston.tx.us

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective Bidders by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Bidder is advised to carefully review this Invitation to Bid – it provides specific information necessary to aid participating firms in formulating a thorough response. Bidder's failure to examine all documents shall not entitle the Bidder to any relief from the conditions imposed in the Invitation to Bid and the resultant contract.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

An authorized person from the Bidder must sign the Bid. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this Request for Bid, the Bidder's response, and all other terms and conditions of the contract. By this signature, the Bidder further acknowledges that the Bidder has read the request for Bid and Bid documents thoroughly before submitting a Bid and will fulfill the obligations in accordance with the terms, conditions, and specifications detailed herein.

5. BID OPENING

The Purchasing Agent shall open the Bids on the date and time specified herein. Bids shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the Bids secret during negotiations. The Purchasing Agent will examine Bids promptly and thoroughly. **Upon opening, no Bid may be withdrawn for a period of sixty (60) calendar days after the Bid opening date.**

6. WITHDRAWAL OF BID / FIRM BID RULE

Bidders may request withdrawal of their sealed Bid prior to the scheduled Bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No Bids may be withdrawn for a period of sixty (60) calendar days after opening of the Bids.

7. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

8. REJECTION OF BIDS / DISQUALIFICATION

Galveston County, acting through its Commissioners' Court, reserves the right to:

- reject any and all Bids in whole or in part received by reason of this request for Bid;
- waive any informality in the Bids received;
- disregard the Bid of any Bidder determined to be not responsible;
- disregard the Bid of any Bidder determined to have not submitted its Bid timely; and/or
- discontinue its efforts for any reason under this request for the Bid package at any time prior to actual execution of the contract by the County.

Bidders may be disqualified, and rejection of Bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

A. Failure to use the Bid forms furnished by the County, if applicable;
B. Lack of signature by an authorized representative of Bidder;
C. Failure to properly complete the Bid;
D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Department;
E. Failure to meet the mandatory requirements of this request for Bid; and/or
F. Evidence of collusion among Bidders.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective Bidder to review the entire request for Bid packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

or question(s) regarding the specifications or Bid procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for Bid opening. Bidders are to submit their Bid as specified herein or propose an approved equal.

10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, materials, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items, and additionally, see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Bidder desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos-free. Bidder, by submission of its Bid, certifies that if awarded any portion of this procurement, the Bidder will supply only material and equipment that is 100% asbestos-free.

11. EXCEPTIONS TO BID CONDITIONS

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this request for Bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid. If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

The Bidder must specify in its Bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Bid and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

12. PRICING

Bids will be either lump sum or unit prices, as shown on the Bid sheets if included. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges. Galveston County is a tax-exempt local government of the State of Texas; therefore, no taxes shall be included with submitted pricing.

Cash discount must be shown on the Bid; otherwise, prices will be considered net. Unless prices and all information requested are complete, the Bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If awarded company will accept payment via credit card (Visa, MasterCard, etc.), this should be notated in the Bid submittal.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances, Contractor prices shall remain firm throughout the contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, an oil shortage, or an oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass-through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass-through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original Bid.

A request for a pass-through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid submit the request to the Commissioners' Court for authorization and determination of the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for the product as such cost is reflected in Contractor's original Bid or the duration exceed a period of sixty (60) calendar days. In addition, should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF BIDS

A Bidder may modify a Bid by letter at any time prior to the submission deadline for receipt of Bids. Modification requests must be received by the Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by Bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. PRE-BID CONFERENCE

A pre-bid conference for the purpose of discussing contract requirements and answering questions of prospective Bidders may be conducted in this procurement. A pre-Bid conference may be mandatory or voluntary. If the pre-bid conference is mandatory, then the County is authorized to condition acceptance of a Bid on compliance with attendance. The Special Provision section of this procurement shall specify if a pre-bid conference is to be held and shall specify whether the pre-bid conference is mandatory or voluntary. Regardless of whether the pre-Bid conference is mandatory or voluntary, only a principal, officer, or employee of the Bidder may represent the Bidder at the pre-bid conference and no person may represent more than one Bidder at the pre-bid conference.

17. SIGNATURE OF BIDS

Each Bid shall give the complete name of the Bidder and the mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each Bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and Bid response sheets may disqualify the Bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to tender the Bid on behalf of the Bidder and to sign the Bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

18. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Bidder whose Bid is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

"Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners' Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best bid for a contract for the purchase of road construction material, the Commissioners' Court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The Commissioners' Court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

Each Bidder, by submitting a Bid, agrees that if its' Bid is accepted by the Commissioners' Court, the Bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Bid, including but not limited to the best and final offer if applicable, and the contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the Bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners'' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County's legal counsel prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept Bids on individual items listed, or group items, or on the Bid as a whole; to reject any and all Bids; to waive any informality in the Bids; to disregard Bids that are not submitted timely; to disregard the Bids of Bidders determined to be not responsible; and to accept the Bid that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written Bid.

In determining and evaluating the best Bid, the pricing component may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items.

The County reserves the right to reject any or all Bids in whole or in part received by reason of this Request for Bid and may discontinue its efforts under this Request for Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Bidder whose Bid does not meet the mandatory requirements set forth in this request for Bid will be considered non-compliant.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

The invitation to submit a Bid which appears in the newspaper, or other authorized advertising mediums, these general provisions, the special specifications which follow, the Bid sheets, forms, and any addenda issued are all considered part of the Bid and resultant contract.

Each Bidder, by submitting a Bid, agrees that if its Bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this request for Bid and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose Bid complies with all the requirements in the request for Bid.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

19. DISPUTE AFTER AWARD / PROTEST

Any actual or prospective Bidder who is allegedly aggrieved in connection with this procurement or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The Bidder acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

If Bidder considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. **By the submission of its Bid, Bidder expressly affirms that it has clearly and conspicuously marked any information within its submission that Bidder considers confidential, proprietary, and/or trade secret.**
In the event the County receives a request for information under the Public Information Act seeking information that the Bidder has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the Bidder of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General; however, the burden is and shall be on the Bidder to submit correspondence to the Attorney General if the Bidder wishes its information to be withheld. Bidder is deemed to have knowledge of the Public Information Act. **By the submission of its Bid, Bidder expressly acknowledges that the burden to withhold its information from public disclosure lies with the Bidder;** thus, Bidder further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if Bidder wishes to have its information withheld from public disclosure.

21. BIDDER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, Bidder acknowledges and agrees that the confidentiality of any and all email addresses Bidder uses or discloses in communicating with the County is **open** to the public in accordance with Section 552.137 of the Government Code, and Bidder consents to the release of its email addresses.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

22. RESULTANT CONTRACT

Bidder should submit a proposed contract / agreement with its response, or its sample material terms and conditions for review and consideration.

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317–200.326 and Appendix II are referenced in the General Provisions section of this solicitation.

The resultant contract consists of the following documents: Invitation to Bid, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Bidder's Bid, Bid Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies and Procedures.

Amendments will also be brought to Galveston County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

Bidder shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, solicitation package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached Bid, Bidder must sign three (3) original contracts and return all three with their Bid submittal.
The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by
The resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

To satisfy cost reasonableness responsibilities at the time of any extension period, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered, or if other service options will be utilized.

23. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

24. COLLATERAL CONTRACT

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

25. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from the date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide a written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Bidder of the provisions of the contract shall be issued by the County through its Legal counsel, and all replies shall be made in writing to the County's legal counsel. Notices issued by or issued to anyone other than the County's legal counsel shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Bids or further negotiations. At a minimum, Bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs, and attorney fees.

In the event of Termination for Default, Galveston County, its agents, or representatives shall not be liable for loss of any profits anticipated to be made by Bidder.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Bidder:

A. Fails to meet delivery or completion schedules; and/or
B. Fails to otherwise perform in accordance with the accepted Bid and the contract.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

26. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) calendar days' prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, the County may terminate this contract upon thirty (30) calendar days' prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Bidder should this contract be terminated early.

27. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome, and which substantially interferes with operations.

28. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Bid is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

29. CONTRACTOR INVESTIGATION

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Bidder shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the Bidder receives an award as a result of its Bid submission in this procurement, the Bidder's failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

30. NO COMMITMENT BY COUNTY OF GALVESTON

This request for procurement does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Bid in response to this request for Bid and does not commit the County of Galveston to procure or contract for services or supplies.

31. BID COSTS BORNE BY BIDDER

Galveston County shall not be liable for any costs incurred by Bidder in preparation, production, or submission of a Bid, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by Bidder prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder by reason of attending a pre-Bid conference. Galveston County shall not be liable for any costs incurred by Bidder by reason of the County invoking use of best and final offers.

32. BEST AND FINAL OFFERS (BAFO)

In acceptance of Bids, the County reserves the right to negotiate further with one or more of the Bidders as to any features of their Bids and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the Bidders. If a Best and Final Offer is invoked, this allows acceptable Bidders the opportunity to amend, change, or

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

supplement their original Bid. Bidders may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

33. SINGLE BID RESPONSE

If only one Bid is received in response to the request for Bid, a detailed cost Bid may be requested of the single Bidder. A cost/price analysis and evaluation and/or audit may be performed of the cost Bid to determine if the price is fair and reasonable.

34. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this Bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to whether any addenda to this request for Bid have been issued, as the successful Bidder will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of Bids. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's request for Bid list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of Bids may be postponed by such number of days as, in the opinion of the County, shall enable prospective contractors to revise their Bids. In any case, the Bid opening shall be at least seven (7) business days after the last revision or amendment addendum, and the addendum shall include an announcement of the new date, if applicable, for the opening of Bids.

35. BID IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit any concept, plan, or idea contained in any Bid.

36. BID DISCLOSURES

While this procurement is pending, the names of those who submitted Bids will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the Bid information will be released unless in conformity with the County Purchasing Act. Bidders are requested to withhold all inquiries regarding their Bid or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a Bid was received - violations of this provision may result in the rejection of a Bid.

37. INDEMNIFICATION

The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with costs which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers, incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

of this nature hereinabove designated have been paid, discharged, or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which the County has written notice directly and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

38. REQUIREMENT OF AND PROOF OF INSURANCE

The successful Bidder shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, Commercial General Liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

A. For damages arising out of bodily injury to or death of one person in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

B. For damages arising out of bodily injury to or death of two or more persons in any one accident:
THREE HUNDRED THOUSAND AND NO/100 ($300,000.00) DOLLARS.

C. For any injury to or destruction of property in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.
Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Workers' Compensation Insurance: Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its' employees, including but not limited to full time, part time,

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

and emergency employees employed by the successful Bidder. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Bidder to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Bidder shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

Subrogation Waiver. Bidder and Bidder's insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Bidder's performance under this agreement.

39. BID GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each Bidder shall be required to submit a Bid guarantee with its Bid as required within this Section.

Evidencing its firm commitment to engage in contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a cashier's check or an acceptable Bidder's bond (generally, a bid bond) in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the Bid guarantee in the proper form and amount, by the time set for opening of Bids may be cause for rejection of the Bid.

The cashier's check or Bidder bond (as applicable) will be returned to each respective unsuccessful Bidder(s) after the Commissioners' Court award of contract and shall be returned to the successful Bidder upon the completion and submission of all contract documents. Provided however, that the cashier's check or Bidder bond will be forfeited to the County as liquidated damages should successful Bidder fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its Bid.

40. PERFORMANCE AND PAYMENT BONDS (if required)

Successful Bidder, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for Bid is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

41. PATENT AND COPYRIGHT PROTECTION

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Bidder also agrees that if Bidder is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.

42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Bidder may be required under Chapter 176 of the Texas Local Government Code to complete and file a Conflict-of-Interest Questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If Bidder is required to file a CIQ Form, then **the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.**

Business relationship. If Bidder has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Bidder has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

($100.00) during the preceding 12-months, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Family member. For purposes of the business relationship and gift-giving reporting requirements, a "family member" means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Bidder has a "family relationship" with a local government officer of Galveston County then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Bidder is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

Bidder must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Bidder is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Bidder's convenience, a blank CIQ Form is enclosed with this Bid package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website. This website is linked from the Galveston County homepage, at http://www.galvestoncountytx.gov.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Bidder's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Bidder is awarded a contract.

If Bidder has any questions about compliance with Chapter 176, Bidder may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

43. DISCLOSURE OF INTERESTED PARTIES/FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners' Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of the Texas Ethics Commission website pertaining to Form 1295 is:

www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 must be completed electronically through the Texas Ethics Commission website (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

Successful Bidder is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners' Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.

After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Department representative will, within 30 days, go to the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295.

44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM

Bidder certifies that neither it nor any of its Principals are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, Bidder has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its Bid.

The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Bidder's Bid and is a mandatory requirement of this request for Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for Bid and grounds for the rejection of Bidder's Bid.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Bidder shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then Bidder must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw or at https://www.sam.gov/portal/SAM/#1.

No contract involving the use of Federal funds may be awarded to any Bidder unless and until such registration is current and in good standing under SAM. If this contract involves the use of Federal funds, then Bidder must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement. Failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of Bidder's response to this procurement (i.e., bid, Bid, or qualifications statement, as applicable).

45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

(Texas Government Code 2252.151; 2252.152) Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)**"Company"** has the meaning assigned by Section 806.001.

(2)**"Foreign terrorist organization"** means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3)**"Governmental contract"** means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)**"Governmental entity"** has the meaning assigned by Government Code, Section 2252.001.

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

46. VERIFICATION NOT TO BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(3) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, **CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement.** For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

47. SOVEREIGN IMMUNITY
The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

48. CONTROLLING LAW AND VENUE
Bidder acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

49. MERGERS, ACQUISITIONS
The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a Bid is submitted.

If subsequent to the award of any contract resulting from this request for Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County:

A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
B. New entity's Federal Identification Number (FEIN);
C. New entity's proposed operating plans;
D. New entity's proof of registration in SAM for contracts involving Federal funds;
E. New entity's certification regarding debarment;
F. New entity's certification regarding lobbying; and
G. W-9 Form for new entity

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

.

50. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

51. ACCURACY OF DATA

Information and data provided through this request for Bid are believed to be reasonably accurate.

52. SUBCONTRACTING/ASSIGNMENT

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

53. INDEPENDENT CONTRACTOR

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or Bidder's subcontractors perform in providing the requirements stated in the request for Bid.

54. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and ensure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

55. SUBJECT TO APPROPRIATION OF FUNDS

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

56. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the Bidder acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

57. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

CODE OF ETHICS – Statement of Purchasing Policy:
Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards:
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:
It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

Kickbacks:
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Contract Clause:
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information:
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Prohibition against Contingent Fees:
It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:
Bidder represents and warrants, by signing and submitting its Bid, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:
The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

58. NON-COLLUSION AFFIDAVIT

Bidder certifies, by signing and submitting a Bid , that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other Bidder, or to fix any overhead, profit or cost element of the Bid price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

A blank Non-Collusion Affidavit is included with this Bid packet. Bidder must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its Bid. This is a mandatory requirement of this request for Bid. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Bid shall be considered non-compliance with the requirements of this request for Bid by the Bidder and grounds for the rejection of Bidder's submission.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this request for Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Bidder certifies that, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member 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.

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 a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, **the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.**

c. Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 the certification is a prerequisite for making or entering into a contract with Bidder and is imposed by Section 1352, Title 31, United States Code. Further, 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.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of Bidder's Bid and is a mandatory requirement of this request for Bid. Bidder's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for Bid and grounds for the rejection of the Bidder's Bid.

60. NON-DISCRIMINATION

a. **Equal Employment Opportunity:** Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. 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. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Bidder will, in all solicitation or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Bidder will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Bidder will include the provisions herein in every subcontract or purchase order unless exempted.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

b. Drug Free Work Place Act: Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

c. Americans with Disabilities Act: Bidder shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

d. OSHA Regulations: Bidder agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

e. Compliance with Immigration Laws and Use of E-Verify: Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

f. State and Federal Law Compliance: Bidder agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

61. RECORD RETENTION AND RIGHT TO AUDIT

Bidder shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Bidder shall allow the County reasonable access to the records in Bidder's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Bidder shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Bidder shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

62. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT)
Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) Non-discrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-compliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)

The County is subject to Federal and State laws and regulations of the United States and the Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) 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).

(2) 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.

(3) Will comply with all Federal statutes relating to non-discrimination. 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-

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

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; (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. §§290 dd-3 and 290 ee-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 non-discrimination 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 the application.

(4) 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).

(5) 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.

(6) Will comply with all Federal statutes relating to non-discrimination. 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; (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. §§290 dd-3 and 290 ee-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 non-discrimination 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 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 and 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 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.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(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 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) 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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. 93205).

(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 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, "Audits of States, Local Governments, and Non-Profit Organizations."

(15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

(16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)

To the extent they apply, affirms, and agrees to the following, without exception:

1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .

2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the ’s submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.

18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO ’S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT
WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO’S AND/OR ’S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF ’S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO’S COUNSEL.

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.

65. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Bidder certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Bidder acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated, and payment withheld if this certification is inaccurate. Finally, by the submission of its Bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the request for Bid and that all such persons are current in child support payments.

66. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its Bid, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

67. LABOR STANDARDS

On contracts funded under a federal grant: Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Bidder shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

this Agreement. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

Effective Date:

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

Procurement:

New provisions for procurements by States (2 C.F.R. § 200.317):

When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).
New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

  (1) Informal (micro-purchase, small purchase);
  (2) Formal (sealed bids, proposals); and
  (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from $3,500 to $10,000. Micro-purchase thresholds higher than $10,000 are based on certain conditions that include a requirement to maintain records for threshold up to $50,000 and a formal approval process by the Fed. Govt. for threshold above $50,000.

More specifically, for Grants to States:

(1) the subrecipient may self-certify an increase of the micro-purchase threshold up to $50,000 (based on certain requirements).

(2) micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

The simplified acquisition threshold is raised from $150,000 to $250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

2 C.F.R. § 200.317. Procurements by states.
When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 20313

2 C.F.R. § 200.318. General procurement standards.
(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) Conflicts of Interest

(1) The non-Federal entity must 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. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) Time-and-materials type contracts

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

2 C.F.R. § 200.319. Competition.
(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.
The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(1) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) Proposals must be solicited from an adequate number of qualified sources;

(iii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(iv) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(c) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.322. Procurement of recovered materials.
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

2 C.F.R. § 200.325. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.
The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES
(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in
Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

69. PROCUREMENT LAWS

a. Bidder shall comply with all applicable local, State, and Federal laws, rules, and regulations.

b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).

(a) During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor 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, national original, disability or veteran status. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering 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 contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

(a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
(d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.

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

(b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.) **Contract Work Hours and Safety Standards Act.**

(a) Where applicable, all contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

(b) Compliance with the Contract Work Hours and Safety Standards Act.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.

(3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) **Rights to Inventions Made Under a Contractor Agreement.**

(a) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(c) The regulations and 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.

(b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

8.) **Debarment and Suspension (Executive Orders 12549 and12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Bidder agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(c) For purposes of this section:

(1) Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) **Procurement of Recovered Materials (2 C.F.R. § 200.323)**

(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designated items is available at https://www.epa.gov/cpg/products.htm.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)
DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of $100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.
Contractor and subcontractors must assure that, to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

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.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, 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 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice 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 contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 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 135.

E. The contractor 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

H. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

I. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that, to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

71. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)
Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of
1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the
Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)
Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds $100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)
Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;

c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and

f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds $150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of $150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of $150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds $100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

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

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)
Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))
Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.
This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))
Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of $2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true.
Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))
Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))
Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.
Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)
During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

   i Recruitment, advertising, and job application procedures.

   ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

   iii Rates of pay or any other form of compensation and changes in compensation.

   iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

   v Leaves of absence, sick leave, or any other leave.

   vi Fringe benefits available by virtue of employment, whether or not administered by the contractor.

   vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

   viii Activities sponsored by the contractor including social or recreational programs.

   ix Any other term, condition, or privilege of employment.

c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The “contractor official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

g. As used in this clause:

i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

l. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

FAIR LABOR STANDARDS ACT
Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)
Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING STANDARDS
At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT
Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation to Bid. Certification of such coverage must be provided to the County upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)
Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)
Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.
Contractor shall not in any way, directly or indirectly:

a. Collude, conspire, or agree with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.

b. Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder.

c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES
"Prohibition of Segregated Facilities"

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

   Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)
Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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

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

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

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST
Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture, or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)
Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)
Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Bidder certifies that it:
   i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
   ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
   iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

d. Inability to certify. A Bidder unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

f. Notice. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Bidder (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))
Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))
Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT
Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – (GLO)
If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.
Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);
The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6,2018, as amended.

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

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

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

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

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

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.),
including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS
The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified
at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES
Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS
Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);
Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT
Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES
The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES
Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION
Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT
The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS
The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES
The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS
The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY
The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION
Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and,
Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS
Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE
Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT
Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION
The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES
Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)
If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY
As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

(1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.

(2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

   i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

   ii. The person failed to obtain and maintain flood insurance.

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

(2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

(3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D. Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to GLO for review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS
Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES
Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum[1] three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")
An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

(1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.

(2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided,

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

(4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.

(5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.

(6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILIATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

75. LEAD AND ASBESTOS

If this request for Bid involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation, or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDSHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL

Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

77. FEDERAL GOVERNMENT NOT A PARTY

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

***79.* ACKNOWLEDGMENT OF GOVERNMENT RECORD**

Bidder acknowledges that its submission in this Request for Bids, including its Bid, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES

Bidder acknowledges, by its submission in this request for bids, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

81. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

GENERAL PROVISIONS

INFORMATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

82. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Bidder shall provide its notice information with its Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Veronica Van Horn
Galveston County Interim Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

To the Contractor at:

End of General Provisions

SPECIAL PROVISIONS

INVITATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

A. PURPOSE 2
B. EXCEPTIONS TO BID CONDITIONS 2
C. PROCUREMENT TIMELINE 2
D. NON-MANDATORY PRE-BID CONFERENCE 3
E. SUBMISSION INSTRUCTIONS 3
F. BID SURETY 4
G. PERFORMANCE AND PAYMENT BONDS 4
H. BEST AND FINAL OFFERS (BAFO) 4
I. DAVIS-BACON WAGE RATES 4
J. PERSONNEL TO CONTACT 4
K. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT 5
L. INSURANCE 5
L. AWARDED PRICES 6
M. INVOICES: 6
N. REQUIRED DOCUMENTS CHECKLIST: 8

SPECIAL PROVISIONS

INVITATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

***The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed; however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/.**

Please see Item E, SUBMISSION INSTRUCTIONS, for further details.

A. PURPOSE

The proposed project is a recreational park. The Rollover Bay Park site is located on the north side of Highway 87 and within the parcels currently known as Rollover Pass. The purpose of the park facilities is to provide recreational opportunities after closure of Rollover Pass. Park improvements will include a shade pavilion, pedestrian and driveway bridge crossings, trail amenities, an open-air bird observation deck, exercise equipment, lighting, and a parking area.

The construction cost estimate is $4,500,000.00

B. EXCEPTIONS TO BID CONDITIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Bidders of any changes:

Advertise Solicitation (first date of publication)	Tuesday, August 19, 2025
Advertise Solicitation (second date of publication)	Tuesday, August 26, 2025
Non-Mandatory Pre-Bid Conference	**Wednesday, September 3, 2025, at 10 AM CST**
Questions Deadline	**Wednesday, September 10, 2025, by 5:00 PM CST**
Submission Deadline / Bid Opening	**Thursday, September 25, 2025, at 2:00 PM CST**

Interested parties may attend the September 25, 2025, 2:00 PM CST bid opening virtually by using the following link:
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m505349d52cd82920d527fcb8d0432449

Join by meeting number
Meeting number (access code): 2499 541 0084
Meeting password: 25-059 (250059 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24995410084## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24995410084@galvestoncountytx.webex.com

SPECIAL PROVISIONS

INVITATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

You can also dial 173.243.2.68 and enter your meeting number.

D. NON-MANDATORY PRE-BID CONFERENCE

Interested parties may attend the Wednesday, September 3, 2025, 10 AM CST Non-Mandatory Pre-Bid Conference virtually. Please see the link below:
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=ma54bbbdf15000283d00291cecc06c3d6

Join by meeting number
Meeting number (access code): 2492 166 4941
Meeting password: 25-059 (250059 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24921664941## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24921664941@galvestoncountytx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

E. SUBMISSION INSTRUCTIONS

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" proposal submittals are still allowed (see instructions below), however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/ .**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY

IF "WALKING IN" BIDS, one (1) unbound original and two (2) copies of the requested bid submittal must be submitted no later than **2:00 PM CST**, on **Thursday, September 25, 2025 to:**

Veronica Van Horn
Interim Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process when walking in bids. Any bids received after **2:00 PM CST** on the specified date will be returned unopened.

SPECIAL PROVISIONS

INVITATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ **http://www.galvestoncountytx.gov/county-offices/purchasing**.

F. BID SURETY
A surety/bid bond ***is a requirement*** of this solicitation.

G. PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds ***are requirements*** of this solicitation.

H. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process ***is not applicable*** to this solicitation.

I. DAVIS-BACON WAGE RATES
Davis-Bacon Wage Rates ***are a requirement*** of this solicitation. Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, **Davis-Bacon Act as amended (40 U.S.C. 3141-3148)**.

J. PERSONNEL TO CONTACT
Bidders desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Bidder, which in the opinion of the County affects all Bidders or would be prejudicial to other Bidders if not communicated, shall be furnished to all Bidders as an addendum to the solicitation. Bidders **must** direct all inquiries to the following:

Veronica Van Horn
Interim Purchasing Agent
722 21st Street (Moody), 5th Floor
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Bidders must e-mail their requests (with the subject line "**Rollover Bay Park– Bid # ITB 25-059– Questions"**) for additional information and/or clarification to the address listed above. The request must include the Bidder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Bidders should not rely on any oral or written

SPECIAL PROVISIONS

INVITATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Bidder's sole responsibility to ensure receipt of all addenda prior to submitting its response**.

All Bidders should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at http://www.galvestoncountytx.gov/county-offices/purchasing Bidders who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline risk that their response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Bidder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

K. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager who will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Galveston County
Michael Shannon
County Engineer
722 Moody Ave, 21st St
Galveston, TX 77550

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

L. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided, however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A**. Such insurance must be issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

SPECIAL PROVISIONS

INVITATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full-time, part-time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County regarding any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

L. AWARDED PRICES

Any unit prices submitted by the Bidder shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

M. INVOICES:

Invoices must be itemized, indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the

SPECIAL PROVISIONS

INVITATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

End of Special Provisions

SPECIAL PROVISIONS

INVITATION TO BID
ROLLOVER BAY PARK
GALVESTON COUNTY, TEXAS

N. REQUIRED DOCUMENTS CHECKLIST:

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: Mc2 Civil, LLC

ADDRESS: 14115 Luthe Rd STE 100 Houston, TX 77039

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of submittal and deemed as non-responsive. It is the responsibility of the Bidder to ensure that Bidder has received all addenda.

Items:	Confirmed (X):
1. Required Documents Checklist (this page)	X
2. Addenda Acknowledgement (if any)	#1 X #2 ____ #3 ____ #4 ____
3. "Walked In" Submittals: One (1) original, two (2) copies of submittal; Bonfire: One (1) submittal	X
4. ATTACHMENT A - Vendor Qualification Packet	X
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	X
6. ATTACHMENT C - Certification Regarding Lobbying Form	X
7. ATTACHMENT D - Non-Collusion Affidavit	X
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	X
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	X
10. ATTACHMENT G - Information for Notice	X
11. ATTACHMENT H - References	X

Person to contact regarding this qualification: Anthony Colombo

Title: President Phone: 713.896.3141 Fax: 713.896.3142

E-mail address: estimating@mc2civil.com

Name of person authorized to bid the Firm: Anthony Colombo

Signature: _____ Date: 9/25/2025

Title: President Phone: 713.896.3141 Fax: 713.896.3142

E-mail address: estimating@mc2civil.com

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

PEID Form: **Person /Entity Information Data**

W -9 Form: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. *Please check the IRS website at http://www.irs.govlpublirs-rdflfw9.pdf for the latest revision of this form.)*

CIQ Form: **Conflict of Interest Questionnaire**
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. *Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

Debarment: **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. ***The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request.*** *Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on*

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 ***office***
(409) 621-7987 ***fax***

PEID Form: **Person /Entity Information Data**

W -9 Form: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. *Please check the IRS website at http://www.irs.govlpublirs-rdflfw9.pdf for the latest revision of this form.)*

CIQ Form: **Conflict of Interest Questionnaire**
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. *Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

Debarment: **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. ***The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request.*** *Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on*

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.

Information regarding the SAM is available at:
http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw or at https://www.sam.gov/portal/SAM/#1.

No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM. Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

Direct Deposit: **Direct Deposit Authorization Form**

Banking made easier through an ACH Vendor Payment service (direct deposit) available from Galveston County. With an ACH Vendor Payment, payments are deposited directly into a checking or savings account at a designated bank, savings and loan, credit union, or any other member of an automated clearing house.

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars ($100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars ($300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars ($100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.
Information regarding the SAM is available at:
http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw or at https://www.sam.gov/portal/SAM/#1.
No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM. Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

Direct Deposit: **Direct Deposit Authorization Form**
Banking made easier through an ACH Vendor Payment service (direct deposit) available from Galveston County. With an ACH Vendor Payment, payments are deposited directly into a checking or savings account at a designated bank, savings and loan, credit union, or any other member of an automated clearing house.

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars ($100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars ($300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars ($100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflictforms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflictforms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	**Request for Person-Entity Identification Data**

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

1.

Business Name:	Mc2 Civil, LLC
Attention Line:	Anthony Colombo

2.

Physical Address:	14115 Luthe Rd STE 100		
City:	Houston	**State:** TX	**Zip+4:** 77039

3.

Billing / Remit Address:	14115 Luthe Rd STE 100		
City:	Houston	**State:** TX	**Zip+4** 77039

4.

Main Contact Person:	Anthony Colombo, President
Main Phone Number:	713.896.3141
Fax Number:	713.896.3142
E-mail Address:	estimating@mc2civil.com

Areas below are for County use only.

Requested By:	**Phone / Ext. #**
Department:	**Date:**

Action Requested - Check One:	**IFAS PEID Vendor Number:**	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) OneTime	( ) Foster Child	

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mc2 Civil, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
14115 Luthe Rd STE 100

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, TX 77039

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	4	–	2	0	7	3	4	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 9/25/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Mc2 Civil, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each *officer* with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government *officer* named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ NO

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an *officer* or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ NO

D. Describe each employment or business relationship with the local government *officer* named in this section.

4

Signature of person doing business with the governmental entity

9/25/2025

Date

Adopted *06/29/2007*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1361856

Date Filed:
09/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MC2 Civil, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-059
Rollover Bay Park Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Anthony Colombo, and my date of birth is 08/30/1960.

My address is 14115 Luthe Rd STE 100, Houston (city), TX (state), 77039 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 25 day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment, and Suspension

Solicitation Number: **ITB 25-059**

Solicitation Title: **ROLLOVER BAY PARK**

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any subcontractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Mc2 Civil, LLC	9/25/2025
Name of Business	Date
By: _____	Anthony Colombo, President
Signature	Printed Name & Title

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)

This Certification must be completed, signed, dated, and returned to the Galveston County Purchasing Agent

Solicitation Number and Description:

ITB 25-059 ROLLOVER BAY PARK

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, 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 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.

2. 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 of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Proposer 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.

Name of Organization/Corporation: Mc2 Civil, LLC

Address: 14115 Luthe Rd STE 100

City: Houston State: TX Zip Code: 77039

Signature of Authorized Signatory Proposer: _____ Date Signed: 9/25/2025

Title of Authorized Signatory Proposer: Anthony Colombo, President

ATTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Anthony Colombo (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant who submitted the attached Qualification in **ITB 25-059 ROLLOVER BAY PARK,** is the

  President (Individual, Partner, Corporate Officer) of Mc2 Civil, LLC (Name of Qualifier/Entity),

- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit. Further, the attached Qualification is genuine and is not a collusive or sham Qualification;

- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;

- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;

- Qualifier has not, in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification of any other qualifier;

- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;

- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and

- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this 25 day of September, 2025.



Notary Public

My Commission Expires: 07/18/2026

ATTACHMENT E

Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(3) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date: 9/25/2025

Business Name of Contractor: Mc2 Civil, LLC

Company Address: 14115 Luthe Rd STE 100 Houston, TX 77039

County of Contractor: Harris

Individual: Anthony Colombo, President

Signature of Individual:

.

ATTACHMENT F
Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1) "Company" has the meaning assigned by Section 806.001.

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date: 9/25/2025

Business Name of Contractor: Mc2 Civil, LLC

Company Address: 14115 Luthe Rd STE 100 Houston, TX 77039

County of Contractor: Harris

Name of Individual: Anthony Colombo, President

Signature of Individual:

ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: **ITB 25-059**

Solicitation Title: **ROLLOVER BAY PARK**

Respondent shall use this form to provide the information for notice.

1. Contact information for notice:

   Name: Mc2 Civil, LLC

   Address: 14115 Luthe Rd STE 100 Houston, TX 77039

   Telephone Number: 713.896.3141 Facsimile number: 713.896.3142

2. If a copy of notice is requested, please complete below:

   Name: _____

   Address: _____

   Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form, and clearly mark the supplement as "Supplementary Notice Information."

ATTACHMENT H
REFERENCES

Solicitation Number: **ITB 25-059**

Solicitation Title: **ROLLOVER BAY PARK**

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements outlined in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: Texas Department of Transportation

   Name of Person: Jamal Elahi

   Title of Individual within Organization, if applicable: Area Engineer

   Business address: 702 FM 1959

   Houston, TX 77034

   Telephone Number: 281-464-5540 Email: jamal.elahi@txdot.gov

2. Business Name of Organization: Houston Downtown Management District

   Name of Person: Brett DeBord

   Title of Individual within Organization, if applicable: Director of Construction

   Business address: 1119 Milam Street

   Houston, TX 77002

   Telephone Number: 713-223-2003 Email: brett@downtowndistrict.org

3. Business Name of Organization: City of Galveston

   Name of Person: Trina Jankowski

   Title of Individual within Organization, if applicable: Construction Project Coordinator

   Business address: 823 Rosenberg

   Galveston, TX 77550

   Telephone Number: 409-797-3960 Email: tjankowski@galvestontx.gov

Supplementary Reference Information

References

14115 Luthe Road, Suite 100
Houston, TX 77039
713-896-3141
713-896-3142 FAX

EIN # 54-2073440

Banking References:

Kris Colangelo
Citizens State Bank
Senior Vice President
22410 US Highway
59 Porter, Texas
77365
(office)281.947.2907
(cell) 317.503.7102

James Alexander
First Financial Bank
President
24080 Highway 59 N.
Kingwood, Texas 77339
(office) 281-318-4600
(email) James.Alexander@csbec.com

Surety Contact:

Alyson Carmichael
American Global of Texas, LLC
10001 Woodloch Forest Dr Ste 250
The Woodlands, TX 77380
832-360-2131
281-615-5025 Mobile
alyson.carmichael@americanglobal.com

Accounting Contact:

Ryan Barry, CPA
Barry & Capers, P.C.
2222 Greenhouse Rd., Suite 2100
Houston, Texas 77084
281-242-2400 ext. 102
281-242-6717Fax
rbarry@barrycaperscpa.com

Trade References:

Heidelberg Materials
15620 Collections Center Drive
Chicago, IL 60693
713-297-1244
Clifton Bullard
Clifton.Bullard@lehighhanson.com

Ferguson Waterworks
15711 Eastex Freeway
Humble, Texas 77396
210-330-8004
281-441-2823 Fax
Kyle Key
kyle.key@ferguson.com

References

Holes Incorporated
9911 Franklin
Houston, Texas 77070
281-898-1761
281-469-6207 Fax
Eddie Jeser
eddie@holesinc.com

Oldcastle Infrastructure
6560 Langfield Road
Houston, Texas 77092
713-503-5046
832-590-5499 Fax
Garrett Goettee
garrett.goettee@oldcastle.com

Romco Equipment Company/SMT
8450 Breen Drive
Houston, Texas 77064
346-206-8650
713-937-7541-Fax
Dylan Gumino d
dylan.gumino@smt.network.com

Project Owner References:

Texas Department of Transportation
Jamal Elahi, P.E.
Area Engineer
702 FM 1959
Houston, TX 77034
E:jamal.elahi@txdot.gov
P: 281-464-5540
Services Provided: Roadway construction including storm drainage, base, concrete, Asphalt paving, bridge repair & rehabilitation

Houston Downtown Management District
Brett DeBord
Director of Construction
1119 Milam Street
Houston, TX 77002
E:brett@downtowndistrict.org
P:713-223-2003
Services Provided: Major roadway paving & drainage rehabilitation of Allen Roadway

City of Galveston – Public Works Department
Trina Jankowski
Construction Project Coordinator
823 Rosenberg
Galveston, TX 77550
E:TJankowski@GalvestonTX.Gov
P: 409-797-3960
Services Provided: Street reconstruction & rehabilitation including underground utilities, water sanitary, storm, concrete & asphalt paving

City of Bellaire
Cristin Emshoff
Asst. Director of Development Services
7008 S Rice Ave
Bellaire, TX 77401
E:cemshoff@bellairetx.gov
P: 713-662-8157
Service Provided: Concrete & asphalt paving, repairs, storm drainage repair & replacement, sidewalk & driveways

City of Houston
Lagnesh Varshney
Managing Engineer
611 Walker Street
Houston, TX 77002
E:lagnesh.varshney@houstontx.gov
P: 832-395-2500
Services Provided: Street reconstruction & rehabilitation, underground utilities, water sanitary & storm, concreate & asphalt paving

Brooks and Sparks, Inc.
Daniel Wagner
Sr. Construction Manager
21020 Park Row
Katy, TX 77449
E:danielw@brooksandsparks.com
P: 281-578-9595
Services Provided: Underground utilities, sanitary water & storm sewer

References

General Contractor References:

Texas Materials Group

3003 Kilgore Parkway, Building A
Baytown, Texas 77523
Derek Angel
713-515-2363
dangel@texasmaterials.com

Deanco, Inc

40314 Community Road
Magnolia, Texas 77354
Joel Littlefield
832-813-2086
info@deancocivil.com

Boyer, Inc

8904 Fairbanks North Houston Rd
Houston, Texas 77064
Mark Boyer
713-882-9387

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, Anthony Colombo (Principal's Name) President of Mc2 Civil, LLC (Company Name), (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of $10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of $10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents. (For up-to-date listing, please go to https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory)

Anthony Colombo, President
Printed Name and Title

Signature

9/25/2025
Date

USE OF RECOVERED MATERIAL

Please check one:

- ☒ Recovered materials are included in this bid:
  Materials included Crushed Concrete, Picnic Tables, Benches, and trash recepticals
- ☐ Recovered materials are not reasonably available in a reasonable period of time.
- ☐ Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- ☐ Recovered materials are only available at an unreasonable price.

Anthony Colombo, President
Printed Name and Title

Signature

9/25/2025
Date

SPECIAL PROVISIONS FOR CONSTRUCTION

1. Contract and Contract Documents

(a) The project to be constructed pursuant to this contract will be financed with assistance from the Community Disaster Block Grant "CDBG" and is subject to all applicable Federal and State laws and regulations.

(b) The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

(a) The term "Contract" means the Contract executed between Galveston County, hereinafter called the Owner and Mc2 Civil, LLC hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.

(b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

(c) The term "Engineer" means HNTB Corporation, Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.

(d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

(a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

(b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
(b) No proposed subcontractor shall be disapproved by the city/county except for cause.

(c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

(e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

(b) Final Payment

1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Estimated Quantities

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

8. Changes in the Work

(a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(c) It is agreed that Contractor shall perform all Extra Work under the direction of the Owner when presented with a Written Work Order signed by the Owner: subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or
Method (b) - By agreed lump sum: or

Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Owner or by him agreed. The Owner may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the Owner. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the Owner insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

(d) Each change order shall include in its final form:

1) A detailed description of the change in the work.

2) The Contractor's proposal (if any) or a confirmed copy thereof.

3) A definite statement as to the resulting change in the contract price and/or time.

4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

9. Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the

work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

(d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

10. Liquated Damages

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of **One Thousand Dollars ($1,000.00)** for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

11. Disputes

(a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

(b) The Contractor shall submit in detail his claim and his proof thereof.

(c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

12. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

13. Shop Drawings

(a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 6 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are

approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

(b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

(c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

14. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

15. Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

16. Samples, Certificates and Tests

(a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

(b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

(c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

(d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

4) The Owner will pay all other expenses.

17. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

(c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

(d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

(e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

(f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18. Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

(c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

(d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

(e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

19. Accident Prevention

(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

(d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

(f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

20. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

21. Use of Premises

(a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

22. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

23. Inspection

(a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project

Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

(c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

(d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

(f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24. Review by Owner

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

25. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

26. Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work
not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

29. Compliance with Air and Water Acts

(a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

(b) If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

30. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

31. The Provision of Local Training, Employment, and Business Opportunities

(a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The Contractor will include this clause in every subcontract for work in connection with the project.

32. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

33. Job Offices

(a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

(b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

34. Partial Use of Site Improvements

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

(c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Co ntractor is required to construct under this Contract.

PREVAILING WAGE REQUIREMENTS

Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of an laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set

aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract, in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor,

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration. Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. the ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the David-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause

include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration... makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat.96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Title 29 - LABOR

Subtitle A - Office of The Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

✓ Sec.
✓ 3.1 Purpose and scope
3.2 Definitions
✓ 3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
✓ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
✓ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
✓ 3.7 Applications for the approval of the Secretary of Labor
✓ 3.8 Action by the Secretary of Labor upon applications.
✓ 3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 13 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope

This part prescribes "anti·kickback" regulations under section 2 of the Act of June 13. 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges) dams, plants) highways, parkways, streets) subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing *sentence,* the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

{29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973}

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution. completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States) shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these form may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

{29 F.R. 95, Jan. 4, 1964, as amended at 33 *FR.* 10186, July 17, 1968}

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized

representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries. illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to re]lay loans to or to purchase shares in. credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of l938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses. safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

{36F.R. 9770, May 28, 1971.}

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3 .5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions) states affirmatively that there is continued compliance with the standards set forth in the provisions of §3 .6, and specifies any conditions which have changed in regard to the payroll deductions.

{36 F.R. 9770, May 28, 1971.}

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made,

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

"General Decision Number: TX20250062 03/07/2025

Superseded General Decision Number: TX20240062

State: Texas

Construction Type: Heavy

County: Galveston County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025

* SFTX0669-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 36.15	24.47

---

* SUTX2005-021 08/05/2005

HEAVY Including Water and Sewer Lines (Excluding Flood Control)

	Rates	Fringes
Carpenter	$ 14.38 **	
Cement mason/concrete finisher	$ 11.37 **	1.13
Electrician	$ 18.40	1.34
FORM BUILDER/FORM SETTER	$ 13.35 **	1.17
IRONWORKER, REINFORCING	$ 11.29 **	
Laborers:		
Common	$ 10.70 **	
Landscape	$ 7.35 **	
Mason Tender Cement	$ 9.96 **	
Pipelayer	$ 10.07 **	
PIPEFITTER	$ 17.00 **	0.04
Power equipment operators:		
Excavator	$ 16.74 **	
Backhoe	$ 13.25 **	
Bulldozer	$ 14.00 **	
Crane	$ 14.91 **	0.58
Front End Loader	$ 11.75 **	0.92
Grader	$ 12.20 **	1.48
Tractor	$ 12.38 **	1.51
TRUCK DRIVER	$ 12.28 **	0.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:

Rollover Bay Park Project

Enclosed is a Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of this bid package.

BIDDER	Mc2 Civil, LLC
SIGNATURE	
PRINT NAME	Anthony Colombo
TITLE	President
ADDRESS	14115 Luthe Rd STE 100
CITY, STATE	Houston, TX
ZIP	77039
TELEPHONE	713.896.3141
FAX NO	713.896.3142
DATE	9/25/2025
TAX I.D. No.	54-2073440

1 Addendum 1 September 16, 2025

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
A. SITE PREPARATION AND EXCAVATION ITEMS						
1	500	Mobilization	LS	1	$ 420,000.00	$ 420,000.00
2	100-7001	Site Preparation, Clearing, Rough Grading	AC	7	$ 5,800.00	$ 40,600.00
3	542-6001	Removing Metal Beam Guard Fence	LF	51	$ 100.00	$ 5,100.00
4	104-6037	Relocation of Concrete Barriers	LF	155	$ 40.00	$ 6,200.00
5	496-6040	Structure Removal (assumed concrete Deadman removal for bridge piles)	LF	138	$ 160.00	$ 22,080.00
					TOTAL SITE PREPARATION AND EXCAVATION ITEMS:	$ 493,980.00
B. PAVEMENT AND STORM SEWER ITEMS						
6	132-6002	Finish Grading - Proof Rolling (Site grading for parking lot, park amenities, drainage, and sidewalk)	CY	2530	$ 12.00	$ 30,360.00
7	247-7069	Flexible Aggregate Base Course, 8" Depth	SY	3331	$ 20.00	$ 66,620.00
8	SS3048, 275-7017	Pervious Concrete Pavement (6" depth driveway and parking lot, including subgrade modifications)	SY	2316	$ 120.00	$ 277,920.00
9	530-6019, 275-7017	Asphalt Driveway (including subgrade modifications)	SY	167	$ 50.00	$ 8,350.00
10	529-7024	Ribbon Curb (2' width)	LF	1242	$ 40.00	$ 49,680.00
11	SS3048, 275-7017	Pervious Paving (4" depth driveway, concrete pads)	SY	836	$ 85.00	$ 71,060.00
12	SS3048, 275-7017	Pervious Sidewalks (4" depth sidewalks, ADA access to amenities)	SY	3160	$ 85.00	$ 268,600.00
13	1005-6001	Decomposed Granite	CY	15	$ 400.00	$ 6,000.00
14	531-6005	ADA Parallel Curb Ramp	EA	2	$ 2,800.00	$ 5600.00
15	194-7007	Wheel Stop	EA	24	$ 150.00	$ 3600.00
16	474-6021	Sidewalk Drain	LF	44	$ 115.00	$ 5060.00
17	760-7002	Swale Restoration	CY	315	$ 60.00	$ 18,900.00
18	506-6038, 506-6039	Temporary Sediment Control Fencing	LF	2300	$ 4.00	$ 9,200.00
19	506-7020	Stabilized Construction Exits	SY	532	$ 20.00	$ 10,640.00
					TOTAL PAVEMENT AND STORM SEWER ITEMS:	$ 831,590.00
C. SIGNING AND STRIPING ITEMS						
20	666-6174	Reflective Pavement Marking	LF	495	$ 3.00	$ 1,485.00

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
					TOTAL SIGNING AND STRIPING ITEMS:	$ 1485.00
D. LANDSCAPE ARCHITECTURE ITEMS						
21	194	Recycled Plastic ADA Picnic Table	EA	1	$ 3700.00	$ 3700.00
22	194	Recycled Plastic Picnic Table	EA	4	$ 3400.00	$ 13,600.00
23	194	Recycled Plastic Bench	EA	3	$ 2500.00	$ 7500.00
24	194	Recycled Plastic Trash Receptacle	EA	1	$ 2400.00	$ 2400.00
25	194	Bike Rack	EA	1	$ 1200.00	$ 1200.00
26	194	Pipe Gate	EA	1	$ 6800.00	$ 6800.00
27	194	Shade Pavilion	LS	1	$ 40,000.00	$ 40,000.00
28	194	Fitness Station Equipment	LS	1	$ 25,000.00	$ 25,000.00
29	194	Entry Signage	EA	1	$ 1.00	$ 1.00
30	192, 193	Perennial (1 Gal)	EA	629	$ 14.00	$ 8806.00
31	192, 193	Perennial (3 Gal)	EA	179	$ 21.00	$ 3759.00
32	192, 193	Perennial (5 Gal)	EA	135	$ 38.00	$ 5130.00
33	180, 193	Drainfield Seed Mix	LBS	62	$ 110.00	$ 6820.00
34	180, 193	Coastal Prairie Seed Mix	LBS	38	$ 165.00	$ 6270.00
35	180, 193	Turf	LBS	41	$ 174.00	$ 7.134.00
36	192	Mulch (3" depth)	CY	69	$ 86.00	$ 5934.00
37	160, 161, 166	Plant Soil Mix (8" depth at perennials, 2" depth at seeding)	CY	1602	$ 45.00	$ 72,090.00
38	192	Landscape Edge	LF	143	$ 13.00	$ 1859.00
39	192	Landscape Bed Preparation	SY	7362	$ 5.00	$ 36,810.00
40	168	Vegetative Watering	MG	97	$ 100.00	$ 9700.00
41	194	Safety Bollard	EA	469	$ 75.00	$ 35,175.00

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
42	194	Galvanized Steel Wire Rope	LF	2153	$ 3.00	$ 6459.00
					TOTAL LANDSCAPE ARCHITECTURE ITEMS:	$ 306,147.00

E. UTILITY ITEMS

43	624	Ground Boxes	EA	5	$ 2100.00	$ 10,500.00
44	628	Lighting Control Panel Pedestal	LS	1	$ 17,500.00	$ 17,500.00
45	402	Trenching	LF	1000	$ 27.00	$ 27,000.00
46	610, 616	Ramp Bollard Lights	EA	36	$ 3000.00	$ 108,000.00
47	610, 616	Parking Pole Lights	EA	2	$ 2000.00	$ 4000.00
48	610, 616	Parking Poles	EA	2	$ 4200.00	$ 8400.00
49	618, 620	Conduit and Cabling	LF	1500	$ 60.00	$ 90,000.00
					TOTAL UTILITY ITEMS:	$ 265,400.00

F. STRUCTURAL (TIMBER) ITEMS

43	490	Composite Decking	SF	2025	$ 40.00	$ 81,000.00
44	491	Treated Timber	MBF	20	$ 7500.00	$ 159,000.00
45	406	Timber Poles (10")	LF	576	$ 65.00	$ 37,440.00
46	406	Timber Poles (12")	LF	288	$ 92.00	$ 26,496.00
47	490	Timber Railing	LF	609	$ 50.00	$ 30,450.00
48	416-6002	24" Drilled Shafts	LF	2660	$ 310.00	$ 824,600.00
49	SS7304	Fabric Roof	LS	1	$ 8500.00	$ 8500.00
					TOTAL STRUCTURAL (TIMBER) ITEMS:	$ 1,158,486.00

G. STRUCTURAL (BRIDGE) ITEMS

50	400-6005	Cement Stabilized Abutment Backfill	CY	177	$ 90.00	$ 15,930.00
51	409-7002	Prestressed Concrete Piles (18")	LF	1680	$ 140.00	$ 235,200.00
52	420-6013	Bridge Abutment Concrete	CY	59	$ 3500.00	$ 206,500.00
53	422-6007	Bridge Reinforced Concrete Slab (5")	SF	3160	$ 55.00	$ 173,800.00

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
54	425-7018	Prestressed Concrete Slab Beams (Vehicular Bridge)	LF	445	$ 260.00	$ 115,700.00
55	425-7019	Prestressed Concrete Slab Beams (Pedestrian Bridge)	LF	267	$ 270.00	$ 72,090.00
56	432-7043	Stone Riprap	CY	322	$ 240.00	$ 77,280.00
57	450-7008	Vehicular Bridge Railing (T223) (32" Bridge railing - concrete beam and post with 6' openings)	LF	64	$ 800.00	$ 51,200.00
58	450-7034	Vehicular Bridge Railing (C223) (42" Bridge railing - C223 with steel pipe railing)	LF	64	$ 900.00	$ 57,600.00
59	N/A	Pedestrian Bridge Railing (Wood)	LF	228	$ 50.00	$ 11,400.00
60	658-6014	Bridge Mounted Delineators	EA	13	$ 10.00	$ ~~1,300.00~~ 130.00
61	N/A	Temporary Work Bridges	EA	2	$ 30,000.00	$ 60,000.00
					TOTAL STRUCTURAL (BRIDGE) ITEMS:	$ 1,076,830.00

H. MATERIALS TESTING ITEMS

62	6	Materials Testing	LS	1	$ 115,000.00	$ 115,000.00
					TOTAL MATERIALS TESTING ITEMS:	$ 115,000.00
					TOTAL BID (SUM OF ITEMS A - H):	$ 4,248,918.00

I. ADDITIONAL ITEM: SPREAD AND FILL SITE

1

63	132-7003	Embankment (FNL)(OC(TY B) - Placement of no-cost source of site fill site fill from adjacent Rollover Pier project onto Rollover Bay Park project site	CY	7940	$ 8.00	$ 63,520.00
64	150-6002	Blading - Site Rough Grading	HR	40	$ 150.00	$ 6,000.00
65	506-7039	Install Temporary Sediment Control Fence	LF	2300	$ 3.00	$ 6900.00
66	506-7041	Remove Temporary Sediment Control Fence	LF	2300	$ 1.00	$ 2300.00
					TOTAL BID WITH ADDITIONAL ITEM (SUM OF ITEMS A - I):	$ 4,327,638.00

Notes:

[1] The intent of the Contract Documents is for the Contractor to include all items necessary for the proper execution and completion of the Work described in the Contract Documents. No separate measurement and payment shall be made for any work unless identified as a pay item in the BID. Include the cost of work not identified as a separate pay item in Contract price bid for items of which this work is a component. In case of discrepancy between measurement and payment within the BID and Technical Specification Section, the BID shall govern.

[2] In the event of a discrepancy, this column shall govern.

CONTRACT AWARD

CONTRACT FOR: Rollover Bay Park

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: 25-1142

Bid No: ITB 25-059

Contractor: Mc2 Civil, LLC

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **Standard Specification for Construction and Maintenance of Highways, Streets and Bridges; adopted by the Texas Department of Transportation, 2014.**

Special Provisions: See Technical Specs Table of Contents

Special Specifications:
1005 Loose Aggregate
3048 Permeable Concrete
6455 Grounding and Bonding for Electrical Systems
7340 Fabric Shade Canopies

Special Items: Geotech Report

DRAWINGS: 1 - 88

ADDENDA: 1

Contract Award (continued)

Invitation to Bid, General Provisions, Special Provisions, Vendor Qualification Packet, Debarment Form, Certification Regarding Lobbying, Non-Collusion Affidavit, Prohibition on Contracts with Companies Boycotting Israel, Prohibition on Contracts with Certain Companies, Information for Notice, References, Bid Proposal, Affidavit and Surety Forms, Drawings and any Addenda attached to this Contract Award are all made part of this Contract and collectively evidence and constitute the entire contract.

Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 240 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of four million, three hundred twenty-seven thousand, six hundred thirty-eight Dollars and 00 /100 ($ 4,327,638.00), payments to be made as described herein.

Performance Bond required: (x) yes ( ) no
Payment Bond required: (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on October 27, 2025

EXECUTED this ____ day of _____, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

Mc2 Civil, LLC

BY: _____
Anthony Colombo, President

MC2CIVI-01 SRHEAUME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: David Stitts
American Global LLC 10001 Woodloch Forest Dr Ste 250 The Woodlands, TX 77380	PHONE (A/C, No, Ext): (832) 360-2136 FAX (A/C, No): E-MAIL ADDRESS: david.stitts@americanglobal.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Allied World Assurance Company	19489
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MC2 Civil Holdings, Inc.; MC2 Civil LLC
14115 Luthe Road, Suite 100
Houston, TX 77039

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	ZAGLB9266602	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	ZACAT9308302	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000		X	0314-1403	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	ZAWCI9772402	10/1/2025	10/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ITB 25-059, Rollover Bay Park Contract #232150

Galveston County is included as Additional Insured as applies to the General Liability and Auto Liability policies per the attached endorsements. Waiver of Subrogation applies to the Workers Compensation, General Liability, Auto Liability, and Umbrella/Excess Liability policies per the attached endorsements if permissible by law. Notice of cancellation applies per the attached endorsements.

CERTIFICATE HOLDER

Galveston County
772 21st Street (Moody)
Galveston, TX 77550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

American Global LLC

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES EXCEPT PARTICIPANTS OF CONTROLLED INSURANCE PROGRAMS, WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

 © Insurance Services Office, Inc., 2018

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
ALL PARTIES EXCEPT PARTICIPANTS OF CONTROLLED INSURANCE PROGRAMS, WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THIS INSURANCE BE PRIMARY	ALL LOCATIONS OF COVERED OPERATIONS
AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE	
ADDITIONAL INSURED IS A NAMED INSURED.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

 © Insurance Services Office, Inc., 2018

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZAGLB9266602

Named Insured: MC2 CIVIL HOLDINGS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OF ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9308302

Named Insured: MC2 CIVIL HOLDINGS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE

SCHEDULE

Number of Days- Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2**. of either the CANCELLATION Common Policy Condition or as amended by applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9308302

Named Insured: MC2 CIVIL HOLDINGS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. **Transfer of Rights of Recovery**

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.

2. Any recoveries will be applied as follows:

   a. any person or organization, including the **Insured,** that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;

   b. we then will be reimbursed up to the amount we have paid; and

   c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

   Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured,** in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

P. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1.A. of the Declarations and mailed to the address designated in Item 1.B. of the Declarations of this policy will be sufficient notice to effect cancellation of this policy.

Q. **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. **Violation of Economic or Trade Sanctions**

If coverage for a claim or **Suit** under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or **Suit** will be null and void.

VI. DEFINITIONS

POLICY NUMBER: ZAWCI97724012

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUT RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY A WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. ZAWCI9772402 Endorsement No.

Insured MC2 CIVIL HOLDINGS INC. Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

© 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will endeavor to mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date or impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purpose of complying with such request.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI9772402

Named Insured: MC2 CIVIL HOLDINGS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

MC2 Civil, LLC
(Name of Contractor or Company)

14115 Luthe Road, Suite 100, Houston, TX 77039
(Address)

a Limited Liability Company, hereinafter called Principal,
(Corporation / Partnership)

and Berkshire Hathaway Specialty Insurance Company
(Name of Surety Company)

1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944
(Address)

hereinafter called Surety, are held and firmly bound unto

Galveston County
(Name of Recipient)

722 Moody Street (21st Street), FL 5, Galveston, TX 77550
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ Four Million, Three Hundred Twenty-Six Thousand, Six Hundred Thirty-Eight Dollars and 00/100

Dollars, $ 4,326,638.00 in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

ITB 25-059 Rollover Bay Park Project Contract #232150
(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on

this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-parts, each on of (Number)
which shall be deemed an original, this the _____ day of _____.

ATTEST:

MC2 Civil, LLC
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____ 14115 Luthe Road, Suite 100, Houston, TX 77039
(Witness as to Principal) (Address)

14115 Luthe Road, Suite 100, Houston, TX 77039 _____
(Address)

ATTEST:

Berkshire Hathaway Specialty Insurance Company
(Surety)

_____ By _____
(Witness as to Surety) Daniel Innelli (Attorney in Fact) Sarah Holverson

1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

MC2 Civil, LLC
(Name of Contractor or Company)

14115 Luthe Road, Suite 100, Houston, TX 77039
(Address)

a Limited Liability Company hereinafter called Principal, and

Berkshire Hathaway Specialty Insurance Company
(Name of Surety Company

1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944
(Address)

hereinafter called Surety, are held and firmly bound unto

Galveston County
(Name of Recipient)

722 Moody Street (21st Street), FL 5, Galveston, TX 77550
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ Four Million, Three Hundred Twenty-Six Thousand, Six Hundred Thirty-Eight Dollars and 00/100 Dollars ($ *) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

*$4,326,638.00

THE CONDITION OF THIS OBBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

ITB 25-059 Rollover Bay Park Project Contract #232150

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

MC2 Civil, LLC
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

Stephanie Robat
(Witness as to Principal)

14115 Luthe Road, Suite 100, Houston, TX 77039
(Address)

14115 Luthe Road, Suite 100, Houston, TX 77039
(Address)

ATTEST:

Berkshire Hathaway Specialty Insurance Company
(Surety)

Daniel Innelli
(Witness as to Surety) Daniel Innelli

By _____
(Attorney in Fact) Sarah Holverson

1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944
(Address)

1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Alyson Carmichael, Paul Messenger, Sarah Holverson, 10001 Woodloch Forest Drive, Suite 250 of the city of The Woodlands, State of Texas,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this _ .

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



Berkshire Hathaway
Specialty Insurance

100 Federal Street, 20th Floor
Boston, MA 02110

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it to the following address:

Physical Address: 100 Federal Street 20th Floor Boston, MA 02110

You may also contact the Berkshire Hathaway Insurance Company office by telephone at:

1-855-453-9675 or email claimsnotice@bhspecialty.com

Texas Demand Address: BHSIC c/o Gieger, Laborde & Laperouse, LLC
1177 West Loop South, Suite 750, Houston, TX 77027
Phone: (832) 255-6000

PREMIUM OF CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolived, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become part or condition of the attached document.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, consent of Surety is required. CONSENT OF SURETY, may be used for this purpose.
   Indicate attachment: yes_____ no_____

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20

Notary Public:

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIEN

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of:

County of:

The undersigned, hereby certifies that, to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

Address:

BY:

Subscribed and sworn to before me this

day of 20

Notary Public:

My Commission Expires:

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond).

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its had this day of 20 .

_____
Surety Company

_____
Signature of Authorized Representative

_____
Title

ATTEST:
(Seal):

NOTE: This form is to be use as a companion document to Contractor's Affidavit of Payment of Debts and Claims.

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

TO (Owner):

PROJECT NO:

CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond).

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its had this day of 20 .

_____
Surety

_____
Signature of Authorized Representative

_____
Title

ATTEST:
(Seal):

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Mc2 Civil, LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of Galveston.

A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of Mc2 Civil, LLC, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.



Signature

Anthony Colombo, President — Title

9/25/2025 — Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business
Landscaping	1	$297,000	0	$0
Electrical	1	$247,000	0	$0
Sitework	1	$736,000	0	$0

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with L/M Residents
Carpenter	3	3	0	0
Concrete Finisher	2	2	0	0
Electrician	2	2	0	0
Form Builder	4	4	0	0
Labor Common	5	5	0	0
Labor Landscape	4	4	0	0
Operator	4	4	0	0
Totals	24	24	0	0

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Mc2 Civil, LLC Date Organized: 09/19/2002

Address: 14115 Luthe Rd STE 100 Houston, TX 77039 Date Incorporated 09/19/2002

Number of Years in contracting business under present name 1:

1/2024 Main Lane Industries Ltd. changed name to MC2 Civil LLC for branding purposes

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
See Attached		

Type of work performed by your company: Civil Construction General Contractor

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
See Attached		

Major equipment available for **this** contract: See Attached

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $ _____ Bank reference: First Financial Bank, James Alexander

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 25 day of September, 2025.

By:(signature) _____ Title: President

(print name) Anthony Colombo

Main Lane Industries Merges with NBG Constructors, Inc. to Expand Bridge & Storm Water Expertise

HOUSTON, TX - mc^2 civil inc's subsidiary **Main Lane Industries Ltd**., a Houston-based civil construction and maintenance company, merges with **NBG Constructors, Inc.,** a specialty bridge and stormwater contractor headquartered in Houston, Texas to become **MC2 Civil, LLC.**

NBG Constructors includes an experienced team of more than 120 employees. NBG clients served include TxDOT, US Army Corps of Engineers, Harris County Flood Control, Gulf Coast Water Authority, Harris County, METRO, Harris County, Fort Bend Toll Road Authority, City of Houston, and Union Pacific.

NBG President David Boehm will continue to operate the division's day-to-day operations and serve on mc^2 civil inc's Board of Direction. "We are proud to announce the expansion of our presence and technical expertise in the bridge and stormwater market," said MC2 CEO **Brian Manning**. "David built an industry-respected company that has built quality projects in Houston over the past 45 years".

David Boehm is a past President of the Houston Contractors Association and a dedicated volunteer in the civil construction industry.



SIMS BAYOU GREENWAY SEGMENT SI01B MILBY PARK TO GALVESTON ROAD

SIMS BAYOU TRAIL & PEDESTRIAN BRIDGE

HOUSTON PARKS BOARD

Scope/Complexity:

This project was a $2.1 million contract that included a 1.5-mile shared-use trail, a two-span pedestrian bridge, asphalt roadway, deep underground storm sewer and manholes, slotted curbs, concrete driveways, planting, sodding and seeding. The project was part of the Houston Parks Board Greenway Segment initiative.

The Parks Board treats the Greenway Segments as linear park space. Special attention was paid to user accessibility, functionality, and aesthetics. The segment consisted on a 10' wide shared-use path that meanders through a lightly wooded park, travels under a thicket of beautiful oak trees, and crosses a 200' pedestrian bridge overlooking Sims Bayou.



References

Owner: Houston Parks Board
300 N. Post Oak Lane; Houston, TX 77024
Danny Zirilli, PE, RLA, Sr. Capital Programs Manager
713.942.8500; dannyzirilli@houstonparksboard.org

Engineer: Huitt-Zollars, Inc.
10350 Richmond Ave., Ste 300; Houston, TX 77042
Katherine Mears, PE, ENV SP
281.496.0066; kmears@Huitt-Zollars.com

Location:	Harris County
Contact Duration:	308 calendar days
Contract Date/Completion Date:	8/2018; 3/2019
Total Const. Contract Amount at NTP:	$2,273,755
Final Contract Amount:	$2,145,425

SIMS BAYOU TRAIL & PEDESTRIAN BRIDGE

HOUSTON PARKS BOARD





SIMS BAYOU GREENWAY SEGMENT SI02C MLK BLVD & AIRPORT BLVD PARK/TRAILHEAD & INTERSECTION IMPROVEMENTS

HOUSTON PARKS BOARD

Scope/Complexity:

This project was a $1.2 million contract that included a reinforced concrete hike-and-bike trail, clearing and grubbing, soil stabilization, construction of brick paver crosswalk and sidewalk landings, concrete pavement, concrete sidewalks, concrete parking lot, traffic signal modifications, signage, concrete curb, METRO bus landing pad, grading to create proposed elevation changes, seeding, sodding and wildflower and tree planting.

This project also included installation and maintenance of erosion control devices and construction/adjustment of drainage systems. The project was part of the Houston Parks Board Greenway Segment initiative. The Parks Board treats the Greenway Segments as linear park space. Special attention was paid to user accessibility, functionality, and aesthetics.





References

Owner: Houston Parks Board
300 N. Post Oak Lane; Houston, TX 77024
Danny Zirilli, PE, RLA, Sr. Capital Programs Manager
713.942.8500; dannyzirilli@houstonparksboard.org

Engineer: Huitt-Zollars, Inc.
10350 Richmond Ave., Ste 300; Houston, TX 77042
Katherine Mears, PE, ENV SP
281.496.0066; kmears@Huitt-Zollars.com

Location:	Harris County
Contact Duration:	180 calendar days
Contract Date/Completion Date:	8/2019; 1/2020
Total Const. Contract Amount at NTP:	$1,290,872
Final Contract Amount:	$1,490,872

BAGBY STREET IMPROVEMENT PROJECT

DOWNTOWN REDEVELOPMENT AUTHORITY

Scope/Complexity: Bagby Street is the first street encountered when entering Downtown Houston from the west and one of the few two-way streets in the central district—a key gateway that connects the Theater District and multiple civic institutions such as City Hall, Central Library, and Sam Houston Park. In total, Bagby Street connects nine parks and cultural attractions, requiring careful consideration and attention to how the street, buildings, and park spaces all interact.

Bagby is a key pedestrian and vehicular corridor. The street has also been highlighted in the City of Houston Bike Plan as a future bikeway location, to serve as a north-south corridor west of Main Street in Downtown. The corridor provides connections to Buffalo Bayou in several locations, linking Downtown Houston to the broader greenways network.

Construction of Babgy Street to between three and four vehicular lanes allows for wider pedestrian walkways, a bicycle lane, beautification elements, signature lighting, and 79 new trees. The corridor's storm sewer system was also updated to meet current requirements, including additional inlets to reduce ponding and considerably improve drainage.

References

Owner: Houston Downtown Management District
909 Fannin, Suite 150; Houston, TX 77010
Brett DeBord, Director of Construction
713.223.2003; Brett@downtowndistrict.org

Architect/Engineer: Jones | Carter (now Quiddity)
6330 West Loop South, Suite 150; Houston, TX 77401
Kristin Landry, PE, Senior Project Manager
713.353.7258; KLandry@quiddity.com

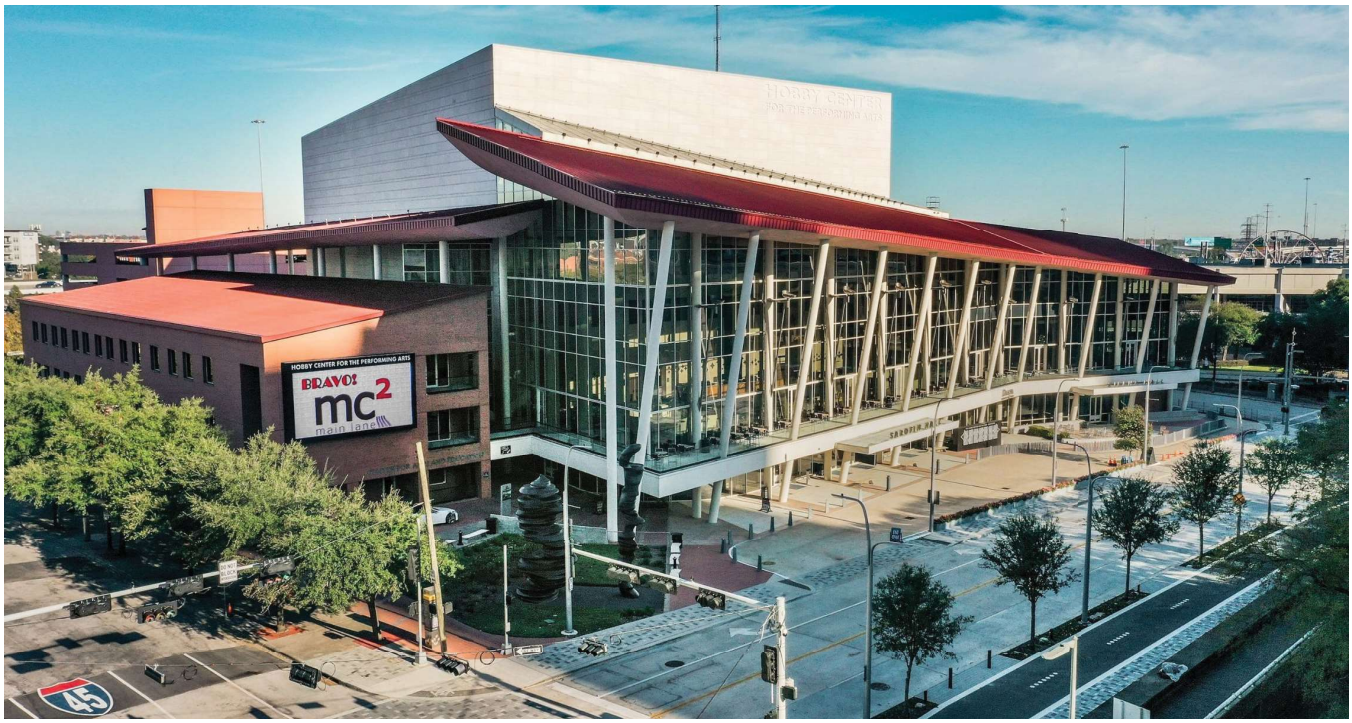
Initial Scheduled Project Duration:	730 calendar days
Actual Project Duration:	676 calendar days
Contract Date/Completion Date:	11/2019; 10/2021
Total Const. Contract Amount at NTP:	$21,561,310
Final Contract Amount:	$22,917,549

This project was completed on time and did not require an extension or delay. Work started January 2020 and finished in October 2021, ahead of the scheduled March 2022 completion date. For our commitment to finishing ahead of schedule, our team received the maximum Early Completion Bonus.

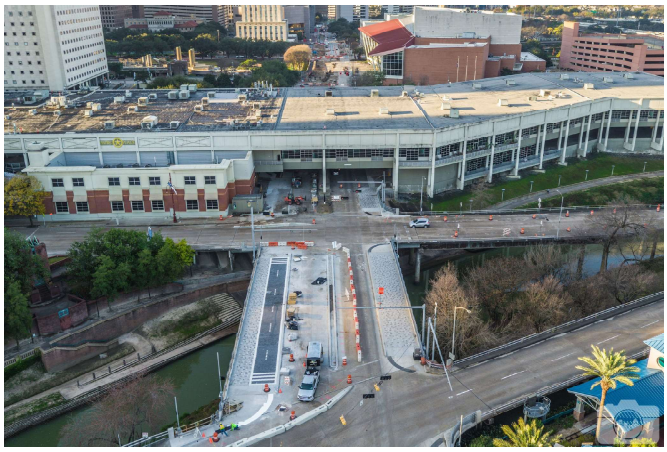
The Bagby Street Improvement Project received a **Texas Outstanding Civil Engineering Achievement Award** from the Texas Section of the American Society of Civil Engineers (ASCE).

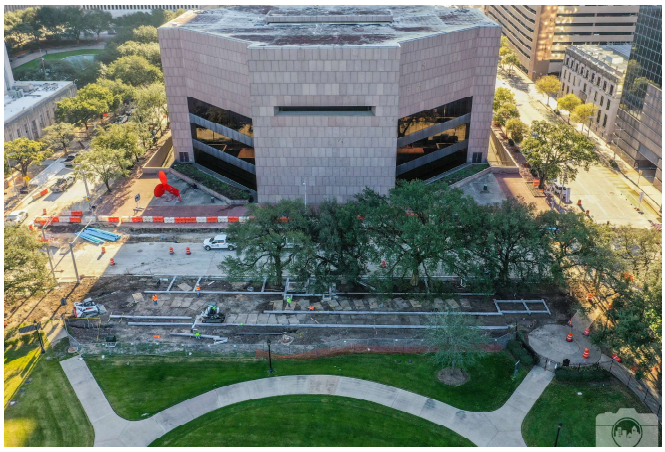


BAGBY STREET IMPROVEMENT PROJECT
DOWNTOWN REDEVELOPMENT AUTHORITY



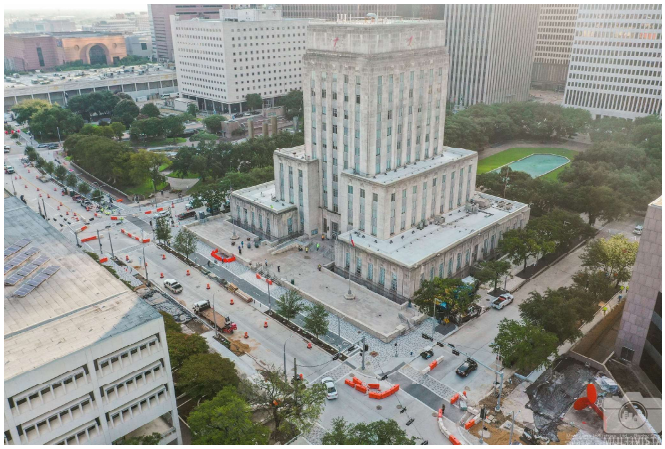
The project accommodated downtown traffic and events throughout the corridor.







Project also included the reconstruction of the Bagby bridge between Prairie and Texas.



MERCER BOTANIC GARDEN PEDESTRIAN BRIDGE REPLACEMENT

HARRIS COUNTY PUBLIC INFRASTRUCTURE



Scope/Complexity: Removal and replacement of the pedestrian bridge at Mercer Arboretum and Botanic Garden. Included demolition of existing wooden bridge and replacing with a prefabricated wheeler bridge. The work included placement of 18" rip rap, installation of drilled shafts, fabrication of abutments and wing walls, setting of prefabricated bridge, and pouring of light-weight concrete decking.

References

Owner: Harris County Engineering Department
1310 Prairie, 11th Floor; Houston, TX 77002
Jim Loo, PE, CFM, Field Engineer (currently Construction Manager at Freese & NIchols)
713.600.6800 (O); 713.600.6825 (D); Jim.Loo@freese.com
10497 Town and Country Way Ste 500 Houston, TX 77024

Engineer: Harris County Engineering Department

Location:	Harris County
Contact Duration:	60 calendar days
Contract Date/Completion Date:	9/2017; 11/2017
Total Const. Contract Amount at NTP:	$179,947
Final Contract Amount:	$171,736

MASON PARK PEDESTRIAN BRIDGE

TEXAS DEPARTMENT OF TRANSPORTATION

Completed under NBG Constructors



Scope/Complexity: Project consisted of construction of a new pedestrian and bike bridge over Brays Bayou in Houston. Included temporary cofferdam, temporary sheet piling, 70' towers, cable-stayed, truss-decked structure designed in three spans, 485', including lighting and seating.



References

Owner: Texas Department of Transportation
702 FM 1959; Houston, TX 77034
Melody Galland, Area Engineer
281.464.5500; Melody.Galland@txdot.gov

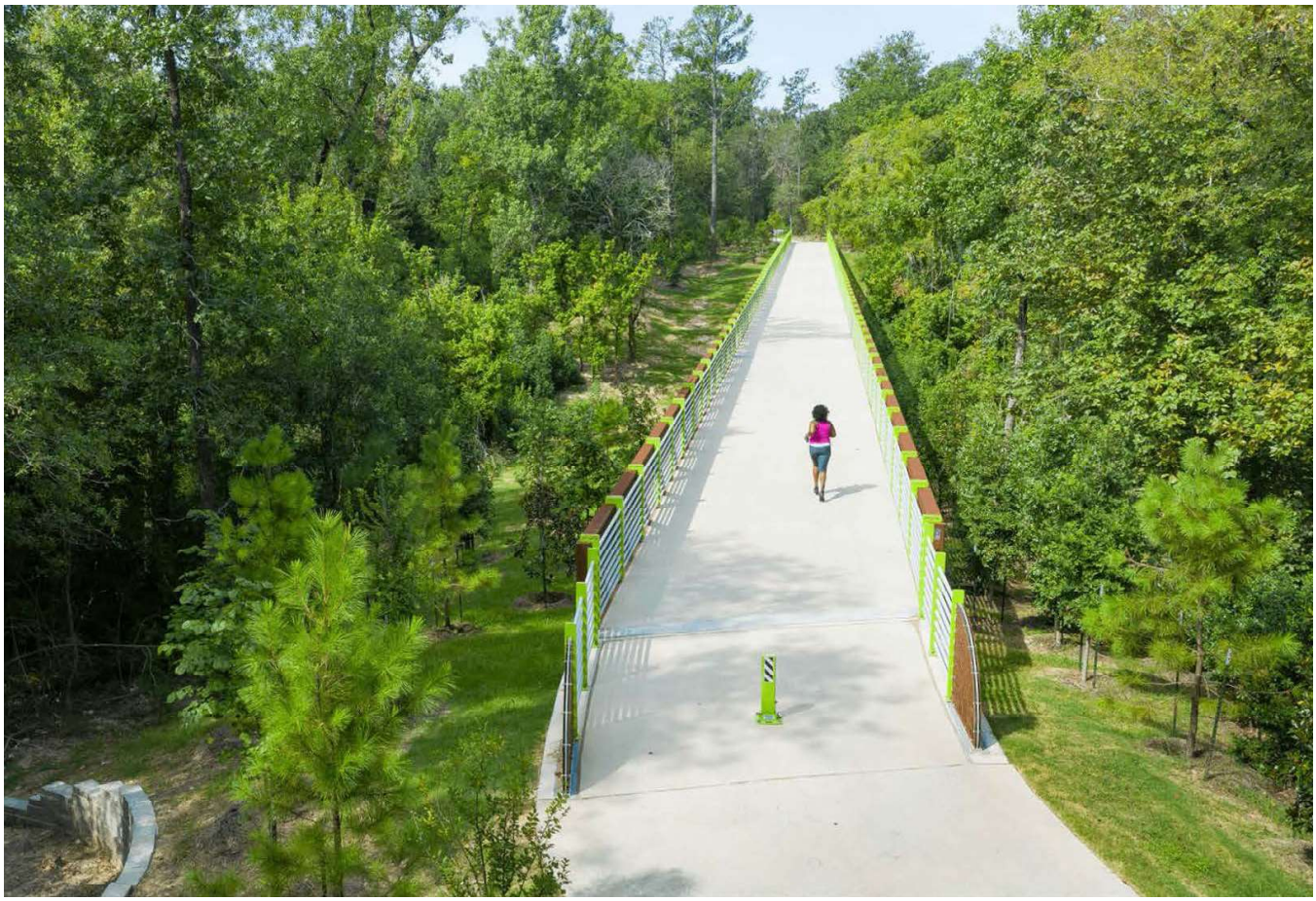
Engineer: AIA Engineers, Ltd (now Consor Engineers)
15310 Park Row Dr; Houston, TX 77084
Sandeep Patil, PE, Chief Engineering Officer
281.493.4140; spatil@consoreng.com

Location:	Harris County
Contact Duration:	228 calendar days
Contract Date/Completion Date:	4/2017; 7/2020 (tree maintenance)
Total Const. Contract Amount at NTP:	$5,659,268
Final Contract Amount:	$5,657,857

GREENS BAYOU GREENWAY TRAIL

HOUSTON PARKS BOARD

Completed under NBG Constructors



Scope/Complexity: Construction of a new 14' wide pedestrian bridge; consisted of three 100' spans and two 80' spans, for a total length of 460'. Also included construction of concrete pedestrian trails.

References

Owner: Houston Parks Board
300 N. Post Oak Lane; Houston, TX 77024
Danny Zirilli, PE, RLA, Sr. Capital Programs Manager
713.942.8500; dannyzirilli@houstonparksboard.org

Engineer: Huitt-Zollars, Inc.
10350 Richmond Ave., Ste 300; Houston, TX 77042
Katherine Mears, PE, ENV SP
281.496.0066; kmears@Huitt-Zollars.com

Location:	Harris County
Contact Duration:	350 calendar days
Contract Date/Completion Date:	1/2019; 6/2020
Total Const. Contract Amount at NTP:	$3,956,734
Final Contract Amount:	$3,916,611

Contract	Description	Completion	Comp
180280-	FIVE COMPANIES JV STARTUP	530,423.17	92.90%
200290-	14144 LUTHE ROAD PROJECT	280,661.36	100.00%
210226-	LAKE JACKSON DOWNTOWN REVITALIZATION PHASE 3 #18-15-1603	7,632,973.54	97.81%
210244-	HC 21/0287 IMPROV VARIOUS ROAD NEAR TSU (PH II) PCT 1	10,799,926.58	96.59%
220210-	COH 72" W/L KIPLING, WOODHEAD & BRANARD S-000900-0135-4	28,875,421.94	99.06%
220230-	HARRIS CO 22/0230 ASPHALT PAVING IMPROVEMENTS PCT 4	10,122,795.40	98.60%
220234-	TxDOT GALVESTON SH-3 HAZARD ELIMINATION (SET'S) 0051-03-119	1,212,539.50	99.64%
220240-	COH TDO CITY WIDE CONCRETE PANEL REPLACEMENT N-320655-MA20-4	17,633,053.30	68.08%
220246-	NFBWA SEGMENT 11A NFB00-61(S11A) 36" WATER LINE	7,569,344.06	99.20%
220310-	TxDOT COLORADO FM109 CUMMINS CREEK BRIDGE 0716-02-045	1,479,428.86	100.00%
220334-	FORT BEND CO. L.I.D. #2 THELAN PUMP STATION EXPANSION	4,824,154.76	98.84%
230203-	COH - KIRKWOOD PAVING & DRAINAGE (BRIAR FOREST-WESTHEIMER)	22,469,624.73	97.03%
230211-	COH - AIRPORT LANDSIDE PAVEMENT REPAIRS H73-OCLPR-2023-005	600,000.00	15.69%
230218-	TxDOT HARRIS SL-8 RECONSTRUCT FRONTAGE ROAD 3256-01-118	51,629,247.77	95.61%
230223-	HARRIS CO 23/0190 ASPHALT PAVING IMPROVEMENTS PCT 3	5,437,575.00	39.94%
230225-	COH WYNNEWOOD ACRES DRAINAGE & PAVING M-410014-0001-4	12,889,564.72	75.31%
230226-	COH FORCE MAIN DIVERSION SAGEMONT TO SE WWTP R-000536-0033-4	22,077,172.61	89.04%
230227-	TxDOT HARRIS SH-288 INSTALL/UPGRADE DRAINAGE 0598-01-105 ETC	33,404,493.08	75.84%
230228-	HCFCD - CLOVERLEAF AREA DRAINAGE IMPROVEMENTS 23/0118	10,631,532.32	97.32%
230231-	TxDOT HARRIS CS INTERSECTION MODIFICATIONS 0912-72-641	2,942,600.42	83.52%
230232-	TxDOT HARRIS CS INTERSECTION MODIFICATIONS 0912-72-642	1,294,994.09	96.80%
230233-	COH MAGNOLIA PARK SEC 2 DRAIN & PAVING PH 1B M-410015-001B-4	14,829,185.69	61.30%
230235-	TxDOT BRAZORIA CR REPLACE BRIDGES 0912-31-323	3,988,229.70	98.79%
230237-	METRO BOOST 82 WESTHEIMER SECTIONS 1 & 3	12,065,978.70	67.07%
230240-	TxDOT GALVESTON VA HIKE & BIKE TRAIL 0912-73-215	8,199,077.55	96.47%
230242-	NHCRWA PROJECT 31C	18,808,414.50	94.75%
230243-	HCFCD - HALLS BAYOU TRIBUTARY P118-14-00 IMPROVEMENTS	2,621,717.48	98.22%
230245-	HC 23/0429 CHANNEL E132-00-00 MITIGATION PROJECT PCT 3	24,556,286.36	89.48%
230246-	HC 23/0420 RECONSTRUCT TREASCHWIG RD (SEGMENT A) PCT 3	18,896,112.06	62.88%
230247-	LONE STAR PAVING/TxDOT TRAVIS SH-130 CONC REPAIR 6340-47-001	15,660,334.66	97.93%
230250-	HC 21/0366 KOWIS LANDSCAPE MAINTENANCE 8/23 - 8/26	48,783.00	43.58%
230325-	HARRIS CO. 23/0187 PEDESTRIAN BRIDGE - THE HILL AT SIMS PARK	7,629,477.52	91.81%
230327-	FBGPTRA (SH-99) REPAIR BRIDGE OVER BRAZOS RIVER (#126-1001)	10,845,576.70	91.99%
240202-	NHCRWA PROJECT 28E	10,642,453.00	97.35%
240203-	TEXAS MAT'L/TxDOT HARRIS US-90 FDCR & SPALLS 0028-02-099	6,514,224.32	92.94%
240204-	TxDOT HARRIS SH-249 FDCR & ASPHALT REPAIR 6450-37-001	3,174,191.91	78.90%
240206-	TxDOT GALVESTON SH-146 ASPHALT REPAIR 6461-71-001	1,477,535.02	70.47%
240208-	GULFGATE/TIRZ 8 MOSLEY ROAD STREET REHAB N-T08000-0004-7	5,402,309.77	79.52%
240211-	TxDOT HARRIS IH-10 CURB & GUTTER MAINTENANCE 6462-29-001	746,782.20	59.45%
240214-	SWHRA/TIRZ 20 HARWIN DR AT GESSNER DR INTERSECTION RECONST	5,013,095.04	91.93%
240215-	TxDOT WALLER US290 ASPHALT REPAIR 6462-91-001	678,119.56	70.03%
240219-	BTG SH288 AT SIMS BAYOU HIKE & BIKE TRAIL	1,671,129.97	94.03%
240220-	NHCRWA PROJECT 31B	27,696,852.25	52.39%
240221-	WHCRWA NE METER STATION CONTRACT	15,393,850.00	40.68%
240222-	WHCRWA SWSP KM6 CONTRACT 66-IN WATERLINE	11,341,320.74	63.22%
240223-	TxDOT MONTGOMERY IH-45 HOV LANE IMPROVEMENTS 0110-04-209	1,397,143.39	47.80%
240224-	TxDOT HARRIS IH-610 CONCRETE REPAIRS 6465-82-001	6,868,786.92	82.09%
240227-	TxDOT BRAZORIA SH-288 CONCRETE REPAIRS 6463-63-001	1,920,022.70	12.52%
240228-	TxDOT GALVESTON FM-2004 SIDEWALK 1911-01-022	2,831,711.11	17.56%
240229-	TEXAS MATERIALS-TxDOT HARRIS IH-10 FDCR 0508-01-391	986,906.82	67.54%
240231-	HARRIS CONST - PLUM GROVE RD & SH99 ASPHALT PAVING	936,416.00	11.94%
240233-	DACO - ANNISTON SEC 11 PITTS RD LEFT TURN LANE	236,425.00	1.22%
240237-	TxDOT HARRIS UA-90 OST ROADWAY RECONSTRUCTION 0027-10-077	38,267,132.51	10.23%
240239-	WHCRWA SWSP KM2 CONTRACT 66-IN WATERLINE	11,948,366.00	2.37%
240240-	C.O.SUGAR LAND BROOKS LAKE WEIR GATE NO. 2 REPLACEMENT	231,000.00	2.26%
240241-	TxDOT HARRIS IH-45 ETC. PUMP STATION IMPROVEMENT 0500-03-644	20,354,967.27	1.05%
240242-	CITY OF GALVESTON SOUTH SHORE DRAINAGE PUMP STATION 24-10	67,934,881.75	1.04%
240243-	HC 24/0378 REHAB CLINTON DRIVE BS2N PCT. 2	1,033,938.80	1.75%
240244-	TxDOT HARRIS IH-610 RAMP WIDENING 0271-15-099	3,957,873.15	22.25%
250201-	FORT BEND CO. 25-027 LONG POINT CREEK CHANNEL REHAB & IMPROV	3,357,031.70	43.68%
250202-	TEXAS MATERIAL/TxDOT HARRIS IH-69 BR REP & FDCR 0027-13-237	4,195,312.00	4.37%
250203-	NHCRWA PROJECT 35B	20,325,194.78	1.32%
250205-	HCTRA #698 FORT BEND PARKWAY PLAZA CONVERSION 24/0401	14,283,878.56	0.00%
250206-	COH - MKT WHITE OAK BAYOU HIKE & BIKE BRIDGE DEMO E.P.O.	129,000.00	100.00%
250207-	COH - LAS SYSTEM & CHEMICAL IMPROV PKG #1 S-001000-056A-4	34,862,100.00	1.06%
250208-	C.O.SUGAR LAND TELFAIR RAW WATER PUMP STATION REHAB	682,100.00	2.76%
250209-	DURWOOD GREENE/TxDOT BRAZORIA SH-288 FDCR & MISC 0111-08-125	1,323,019.50	88.75%
250210-	TxDOT HARRIS IH-10 WILCREST RAMP WIDENING 0271-07-352	936,919.95	88.92%
250211-	HCTRA #243 HEAVY HIGHWAY, DRAINAGE, & BRIDGE MAINT 24/0411	13,481,342.00	0.68%
250212-	MRA - MONTROSE BLVD SEGMENT 1 IMPROVEMENTS N-T27000-0005-7	17,954,634.20	31.64%
250213-	C.O.SUGAR LAND SOUNDWALL REPAIR SH-6 2025-ITB-019	129,500.00	40.66%

250214-	DEANCO FM-1485 WIDENING AT CANEY CREEK 9TH GRADE CAMPUS	1,153,496.00	0.56%
250215-	FORT BEND CO. 25-032 PECAN CREEK BRIDGE REPLACEMENT	3,042,723.90	19.35%
250216-	METRO CW7061 CONCRETE & ASPHALT PAVING FOR MOBILITY IMPROV	18,795,592.33	32.97%
250217-	TEXAS MATERIAL/TxDOT HARRIS SH-225 FDCR & JT SL 0502-01-229	2,269,829.00	1.32%
250219-	COH MISC LARGE DIAMETER WATER LINE IMPROV S-000701-0042-4	22,659,937.83	0.83%
250220-	DURWOOD GREENE/TxDOT HARRIS IH-610 FDCR & MISC 0271-16-164	714,425.98	67.42%
250221-	TELLEPSEN TONY MARRON PARK WAY PAVING & DRAINAGE	2,524,960.00	8.97%
250222-	TELLEPSEN SOUTH BANK BUFFALO BAYOU TRAIL	5,589,500.00	4.63%
250223-	COH 42-IN WATER LINE - CLCWA TO LEAGUE CITY S-000900-0145-4	19,514,067.00	0.76%
250224-	GEN PARK MGMT DISTRICT GRANDFATHER LAKE PED BRIDGE DESIGN	440,000.00	0.00%
250225-	DEANCO FM-1314 WIDENING AT CRIGHTON CISD FLEX #26 CAMPUS	408,000.00	0.00%
250226-	HCMUD #421 STORMWATER PUMP STATION FOR 24-ACRE HWY 90 OFFICE	1,098,000.00	0.73%
250227-	NORTH FORT BEND WATER AUTHORITY - BELLAIRE PUMP STATION	16,270,100.00	0.71%
250229-	DURWOOD GREENE/TxDOT BRAZORIA SH-332 MISC REPAIR 0586-01-069	157,218.00	0.00%
250230-	TEXAS MATERIAL/TxDOT HARRIS IH-10 FDCR & CURB 0508-01-399	421,850.00	7.47%
250231-	OST/ALMEDA TIRZ 7 - EMANCIPATION ASPHALT M & O AND SIDEWALKS	1,159,923.00	0.00%
250290-	RAILWORKS / METRO 2025 VARIOUS RAIL REPAIRS	132,500.00	100.00%
250298-	ROCKET RECURRING BILLINGS 2025	200,305.91	119.00%
250299-	MISC JOBS FOR 2025	77,865.01	99.98%

mc² | civil

Recently Completed Projects as or 04/2025

Contract	Description	Completion
220206-	CITY OF VICTORIA - BEN WILSON ST - AIRLINE RD TO BU-59	$ 7,563,701.61
220211-	COH WINFERN ROAD: CLAY RD TO W WINGFOOT RD N-321040-0056-4	$ 3,722,976.22
220229-	WESTWOOD MAGNOLIA PKWY ID - WOODTRACE, WEST LN & TAMINA RD	$ 4,196,615.73
220231-	HCFCD - SMITH ROAD CHANNEL DIVERSION PROJECT (84" RCP)	$ 11,321,978.67
220232-	CONROE - 2020-09 TRUNK LINE REPLACEMENT STEWARTS CREEK	$ 10,875,309.37
220236-	TxDOT GALVESTON SH-146 ASPHALT PAVEMENT REPAIR 6404-33-001	$ 1,502,208.09
220237-	TxDOT MONTGOMERY IH-45 CONCRETE STRUCTURE REPAIR 6403-24-001	$ 1,280,295.78
220243-	TxDOT HARRIS SL-8 FULL DEPTH CONCRETE REPAIR 6410-33-001	$ 4,685,023.22
220249-	TRAF-TEX KENDALL LAKES SH-35 AT CORAL TRAIL - INTER IMPROV	$ 292,215.16
220312-	SIENNA L.I.D. PUMP STATION CONVERSION SIENNA AT THE WOODS	$ 923,950.00
220330-	TxDOT FORT BEND IH-69 BRIDGE AT OYSTER CREEK 0027-12-158	$ 1,741,551.85
230201-	HCID #23 - EAST RIVER PHASE 1 - JENSEN DRIVE IMPROVEMENTS	$ 2,182,152.11
230204-	COH 48" COND ASSESS ALONG BELLFORT & HOLMES S-000901-0016-4	$ 2,229,377.67
230209-	TxDOT HARRIS FM-529 INTERSECTION IMPROVEMENTS 1006-01-080	$ 356,925.62
230214-	TxDOT BRAZORIA FM 521 ASPHALT TURN LANE 1004-01-065	$ 617,461.54
230216-	RJA-TxDOT HARRIS SH-99 NORTH GEN MAINT 6391-55-001	$ 131,522.00
230217-	TxDOT HARRIS SL-8 FULL DEPTH CONCRETE & STRIPING 6422-79-001	$ 1,796,319.50
230221-	HCTRA #392 MAIN LANE & RAMP TOLL PLAZA MODIFICATIONS 23/0079	$ 4,455,367.23
230222-	TxDOT WALLER US 290 ASPHALT REPAIR 6423-94-001	$ 894,236.05
230224-	HCTRA #395 MAIN LANE & RAMP TOLL PLAZA MODIFICATIONS 23/0168	$ 3,176,255.61
230230-	TX MATL-GULF COAST/TxDOT HARRIS IH 10 WASHINGTON 0271-07-324	$ 480,022.15
230239-	HC MUD #71 BUNDY LAKE MONUMENT REMOVAL	$ 96,000.00
230244-	TxDOT BRAZORIA SH-288 BRIDGE RAIL UPGRADE 6431-44-001	$ 280,269.15
230248-	FORT BEND CO. 24-018 OYSTER CREEK CHANNEL BANK STAB PH IV	$ 2,978,595.00
230249-	TIRZ 13 SAWYER & EDWARDS ST MULTIMODAL IMPROVEMENTS	$ 92,705.00
230307-	HARRIS COUNTY PCT 1 PEDESTRIAN BRIDGE REPLACEMENT 23/0001	$ 308,546.00
230321-	BLUERIDGE TRANS GROUP SH-288 TOLL LANES APPROACH SLAB REPAIR	$ 3,535,814.44
240201-	WILLIAMS BROS/ FBTRA WESTPARK TOLL GANTRY	$ 1,017,452.53
240205-	TEXAS MAT'L/TxDOT HARRIS IH-610 FDCR & CURB 0271-16-167	$ 52,897.50
240207-	CLEARPAVE FM 359 AT CANDELA PARK DRIVE HMAC MILL & OVERLAY	$ 252,024.00
240212-	ENCINO ESTATES, LTD. - ENCINO ESTATES ASPHALT OVERLAY	$ 445,720.12
240213-	BEYER - BLEU RIVIERA HMAC TURN LANE ON HUFFMAN-NEW CANEY RD	$ 280,819.99
240218-	BTG SH288 PAVEMENT REPAIRS - JOINT & CRACK SEAL, FDCR, ETC.	$ 1,064,271.80
240234-	SCR / BTG / TxDOT BRIDGE JOINT REPAIRS SH288 AT ALMEDA GENOA	$ 46,800.00
240235-	DURWOOD GREENE/TxDOT BRAZORIA SH-35 FIBRECRETE 0178-03-156	$ 12,578.00

2025 EQUIPMENT LIST

EQUIPMENT TYPE	UNIT #	DESCRIPTION
TRUCK, FUEL/ LUBE		
	01. 501	16, FORD, F-550, MECHANIC LUBE TRUCK, WALTER
	04. 104	21, PETE, 220, LUBE TRUCK, MR. LUIS
TRUCK, HEAVY HAUL		
	04. 207	20, PETERBILT, 389, HEAVY HAUL
	10. 529	20, ETNYRE, RTN55TD3-55 TON, HEAVY TRAILER 04.207
	04. 208	24, PETERBILT, 567, HEAVY HAUL
	10. 535	23, TALBOT, 55T LBY WITH 4TH AXLE 04.208
	04. 209	25, PETERBILT, 567, HEAVY HAUL
	10. 547	24, TALBOT, 4050TA, SLIDING AXLE TRAILER 40T CAP
TRUCK, WATER		
	04. 302	11, FORD, F-750, WATER TRUCK, 2000GAL
	04. 303	20, HINO, 268A, 2,000 G Water Truck
	04. 304	15, FORD, F650, 2000GAL, WATER TRUCK
	04. 305	07, FORD, F-750, 2000, WATER TRUCK
	04. 306	08, FORD, F-750, 2000, WATER TRUCK
TRUCK, DUMP/ROLLOFF		
	04. 502	19, MACK, GR64B, ROLL OFF, HOOK
	04. 503	21, PETE, 567, ROLL OFF, 50K GALBREATH HOOK
	04. 504	21, PETE, 567, ROLL OFF, GALBREATH HOOK
	04. 506	25, PETE, 567, ROLL OFF, GALBREATH HOOK
TRUCK, CREW, FLATBED		
	04. 916	CONVERT - 19, ISUZU, FTR MT4, CREW TRUCK, JOSE J GONZALES
	04. 917	CONVERT - 19, ISUZU, FTR MT4, CREW TRUCK, LUIS FUENTES
	04. 918	19, PETERBUILT 220, CREW TRUCK , JODI MACHADO
	04. 919	22, PETERBILT, 220, CREW TRUCK, LUIS ALAMOS
	04. 920	24, PETE, 220 CREW TRUCK ADOLFO CREW
	04. 922	12, INTRNTL, 4300, CREW TRUCK, MUDJACKING
	04. 924	25, Peterbilt, 220, CREW TRUCK EDAURDO
	04. 925	25, PETERBILT, 220, FLAT BED FERNANDO
	04. 926	25, PETERBILT, 220, FLAT BED DINO
TRUCK, CRASH		
	04. 711	19, ISUZU, FTR MT4,TMA, EDUARDO AGUILAR
	04. 712	19, ISUZU, FTR MT4, TMA, LUIS FUENTES
	04. 713	19, ISUZU, FTR MT4, TMA, LUIS ALAMOS
	04. 714	24, PETE, 220 CRASH TRUCK ADOLFO
	04. 719	25, PETERBILT, 220, CRASH TRUCK BOBBY DILES
	04. 720	25, PETERBILT, 220, CRASH TRUCK JOSE J
	04. 721	25, PETERBILT, 220, CRASH TRUCK NETO
	04. 722	25, PETERBILT, 220, CRASH TRUCK
TRUCK, SPECIALTY		
	04. 913	18, FRTLNR, M2, BEARCAT, DISTR., 2000GAL.
	04. 923	24, PETERBILT, 548, ROSCO MAX 2B ASPHALT DISTRIBUTOR
TRAILER, GOOSENECK		
	10. 521	06, BIGTEX, 25GN 25+5, GOOSENECK TRAILER

10. 524 17, BIG TEX, 14GN25+5, TRAILER 11,400# CAP

TRAILER, SPECIALTY

10. 514 AMERITRAIL, UTILITY, 16' W/22.005 SEAL PUMP
10. 516 TRAILER HOME MADE AIRCOMPRESSOR?
10. 525 17, BIGTEX, TILT TRAILER - JOE DIRT
10. 536 07, TANK TRAILER, 500GL
10. 539 97, HOME MADE, BARREL TRAILER
10. 544 10, CFAB UT BOAT TRAILER
22. 005 17, HIGHWAY STAR, JOINT SEAL PUMP ON TRAILER 10.514
73. 301 07, TRAILER CONCRETE PUMP
98. 104 05, TRAILER PRESSURE WASHER
98. 193 19, MARATHON, TRA/REM BLUE POT
98. 194 19, MARATHON, TRA/REM BLUEPOT

TRAILER, UTILITY

10. 506 09, SHOPMADE, UTILITY - JULIO DIAZ
10. 508 14, TEM-TRAIL, UTILITY, 20' JODI MACHADO
10. 515 15, TEM-TRAIL, UTILITY, 20', JOE RIOS
10. 519 16, TEXAN, 12PI-20BK, 20', UTL TRAILER CARLOS G
10. 522 16, TIGER, TRAILER, UTILITY, 10', BRIAN M
10. 527 18, BIG TEX, 14KPI, TRAILER, 20', DENNIS WALLER
10. 530 19, RANCH KING, 20' UTILITY TRAILER, 12,500 GVW DENNIS TOVAR
10. 531 19, RANCH KING, 20' UTILITY TRAILER, 12,500 GVW JOSE DAVID
10. 532 19, RANCH KING, 20' UTILITY TRAILER, 12,500 GVW
10. 533 20, RANCH KING, 20' UTILITY TRAILER, 12,500 GVW FERNANDO LOP
10. 538 05, AMERITRAIL, 16' UT TRAILER
10. 540 13, TRAILER CITY, 18' UT TRAILER
10. 541 08, PACE, 16', ENCLOSED TRAILER
10. 542 22, ROAD CLLIPPER, 20', TILT DECK ON 01.259
10. 545 23, C&M, 16' UTILITYL TRAILER
10. 546 09, American Utility Trailer
10. 548 25, BIG TEX, 14PI-18BK, TANDEM AXLE TRAILER - MANUEL O
10. 549 25, Big Tex, 14PI-20BK, TANDEM AXLE, 20'
10. 550 25, Big Tex, 14PI-20BK, TANDEM AXLE, 20'

BACKHOE, RUBBER TIRE

20. 112 17, JOHN DEERE, 310EP, RBT
20. 114 18, JOHN DEERE, 310L, RBT
20. 115 18, JOHN DEERE, 310L, RBT
20. 117 19, JOHN DEERE, 310L, RBT
20. 118 19, JOHN DEERE, 310L, RBT
20. 121 19, JOHN DEERE, 310L, RBT
20. 125 21, JOHN DEERE, RBT, 310L
20. 127 09, CAT, 420 EIT, RBT
20. 128 15, CAT, 416F, RBT, PLUMBED FOR HAMMER
20. 129 16, CAT, 416, RBT
20. 130 16, CAT, 416, RBT
20. 131 16, CAT, 416F2, RBT
20. 132 18, CAT, 416, RBT
20. 134 23, JOHN DEERE, 310, RBT,

RUBBER TIRE HAMMER

20. 119 18, JOHN DEERE, 310LEP, RBT, HAMMER KF9
20. 123 19, JOHN DEERE, 310L, RBT, HAMMER
20. 124 19, JOHN DEERE, 310L, RBT, HAMMER
20. 133 23, JOHN DEERE, 310, RBT, HAMMER

SKID STEER

21. 114 19, BOBCAT, T650, SKID STEER, JOE DIRT - NEW ENGINE 8/2023
21. 118 20, BOBCAT, T650, SKID STEER, BEVO STRUCTURE CREW
21. 119 20, BOBCAT, T740, T4, SKID STEER, BEVO, SLIM
21. 120 22 JCB 270T T4F SKID STEER EDUARDO
21. 121 22 JCB 270T T4F SKID STEER LUIS ALAMOS
21. 122 23 JCB 270T T4F SKID STEER, JOE RIOS
21. 123 14, BOBCAT, T590,SKID STEER, ZAPATA
21. 125 17, BOBCAT, T650, SKID STEER, RENE
21. 126 23, JCB, 270T T4F, SKIDSTEER, JOSE CORTES
21. 127 23, JCB, 270T T4F, SKIDSTEER - LUIS FUENTES
21. 128 23, JCB, 270T T4F, SKIDSTEER- JODI MACHADO
21. 129 23, JCB, 270T T4F, SKIDSTEER- DENNIS WALLER
21. 130 24, JCB, 270T T4F, SKIDSTEER, ADOLFO
21. 131 24, JCB, 270T, SKIDSTEER JOSE G
21. 132 23, JCB, 270T T4F, SKIDSTEER, DINO
21. 133 24, JCB, 270T T4F, SKIDSTEER, JUAN CANO
21. 134 25, JCB, 270T T4F, SKIDSTEER,
98. 110 HAMMER KENT ON JD 20.119
98. 115 PROFILER SKID STEER ATTACHMENT HEAD 12"
98. 117 BELLTEC, H300,AUGER DRIVE
98. 122 HYDRAULIC BREAKER KENT FX45 SKIDSTEER
98. 137 16, SKIDPRO, BRUSH CUTTER, 72", OPEN FRONT,
98. 156 19, BOBCAT, 8" PLANER, ATTACHMENT, BEVO
98. 157 MILLING HEAD, SKID STEER, 24" Planner 6" Drum, BEVO
98. 161 EPIROC, HYDRAULIC HAMMER, SKIDSTEER,
98. 171 19, EPIROC, SBU 220,SKID STEER HAMMER
98. 172 ATTACHMENT, BOBCAT, SKID STEER BROOM

CRACK SEALERS / TACK WAGONS

22. 003 16, LEEBOY, TB500,TACK WAGON BOBBY DILES
22. 004 16, LEEBOY, TB500,TACK WAGON, ROBERT V
22. 007 16, CRAFCO, SS125D, CRACK SEALER, GREY JOSE J
22. 008 24, CRAFCO, SS125D, CRACK SEALER

MAN LIFT

22. 103 02, GENIE, S-45,MANLIFT
22. 104 03, GENIE, Z-60/34,MANLIFT
22. 105 06, JLG, 600SC,MANLIFT
22. 106 07, JLG, 600S,MANLIFT
22. 107 07, JLG, 600S,MANLIFT
22. 108 08, JLG, 600S,MANLIFT
22. 109 12, JLG, 800S,MANLIFT
22. 110 14, GENIE, S65TRAX,MANLIFT

SCISSOR LIFT

22. 111 12, GENIE, GS-3369 RT, SCISSOR LIFT
22. 112 13, GENIE, GS-4069 RT, SCISSOR LIFT

FORK LIFT

23. 103 10, CASE, 586G, FORK LIFT

TELEHANDLER

23. 104 02, SKY TRAK, 6036, TELEHANDLER
23. 105 07, INGERSOLL RAND, VR 1056 C, TELEHANDLER
23. 106 07, INGERSOLL RAND, VR1056C, TELEHANDLER
23. 107 11, JLG, G9-43A, TELEHANDLER
23. 108 15, GENIE, GTH-5519, TELEHANDLER

WHEEL LOADER SMALL

30. 321 18, JOHN DEERE, 544K-II, LOADER

WHEEL LOADER MEDIUM

30. 309 17, VOLVO, L90H, LOADER, DENNIS
30. 310 20, VOLVO, L90H, LOADER, BEVO, JOE RIOS
30. 311 19, VOLVO, L90H, LOADER, BEVO, YARD
30. 312 19, VOLVO, L90H, LOADER, BEVO, DAVID
30. 313 21, VOLVO, L90H, LOADER, BEVO RUBEN
30. 314 20, VOLVO, L90H, LOADER, BEVO JORGE
30. 315 22, VOVLO, L90H, LOADER, BEVO, LUIS CERVANTES
30. 316 22, VOVLO, L90H, LOADER, BEVO, FELIX SERANO
30. 317 23, VOLVO, L90H, LOADER, BEVO, MARTIN
30. 318 23, VOLVO, L90H, LOADER, BEVO, JULIO DIAZ
30. 322 24, VOLVO,L90H, LOADER, BEVO, SIMON
30. 323 24, VOLVO, L90H, WHEEL LOADER, CARLOS
30. 324 24, VOLVO, L90H, WHEEL LOADER,
30. 325 25, VOLVO, L90H, WHEEL LOADER,
30. 326 24, VOLVO, L90H, WHEEL LOADER,

DOZER, SMALL (D5,650)

40. 101 01, DEERE, 650H LGP, DOZER
40. 104 19, CAT, D3K2XL, DOZER, BEVO
40. 105 98, CAT, D6M, DOZER N-046
40. 110 13, JOHN DEERE, 550K, DOZER
40. 112 14, JOHN DEERE, 550K XLT, DOZER

MOTOR GRADER, SMALL, 10' MB

41. 101 14, LEEBOY, G700, MOTOR GRADER, 10' MB
41. 104 20, CATERPILLAR MODEL 120 MOTOR GRADER, BEVO

MOTOR GRADER, MEDIUM

41. 102 05, CATERPILLAR MODEL 12H MOTOR GRADER, BEVO
41. 103 07, CATERPILLAR MODEL 12H MOTOR GRADER, BEVO

EXCAVATOR, MINI

50. 019 15, HITACHI, ZX85LC-5 EXCAVATOR RBT
50. 024 19, BOBCAT, EC26R, MINI EXCAVATOR, BEVO
50. 028 20, BOBCAT, E-50 MINI EXCAVATOR, BEVO
50. 041 18, CAT, 303E, EXCAVATOR
50. 062 24, JOHN DEERE, 60P MINI EX
50. 068 25, JCB, 50Z, MINI EXCAVATOR

EXCAVATOR, 100 SERIES

50. 017 17, HITACHI, ZX180, EXCAVATOR, BEVO
50. 036 22, Volvo ECR145E, Short Swing Excavator
50. 039 23, VOLVO, ECR145E, SHORT SWING

50. 059 24, VOLVO, EC160EL, EXCAVATOR
98. 174 KENT, K-FX55SS, HAMMER

EXCAVATOR, 200 SERIES

50. 018 18, HITACHI, ZX245LC-6 EXCAVATOR
50. 025 19, VOLVO, ECR235E, EXCAVATOR, SHORT SWING, BEVO
50. 029 19, VOLVO, ECR235E, EXCAVATOR, SHORT SWING, BEVO
50. 032 21, VOLVO, ECR235E, EXCAVATOR, SHORT SWING, BEVO
50. 034 21, VOLVO, ECR235E, EXCAVATOR, SHORT SWING, BEVO
50. 040 23, VOLVO, ECR235E, SHORT SWING EXCAVATOR
50. 045 12, JOHN DEERE, 210G, EXCAVATOR
50. 046 FOR SALE - 12, HITACHI, ZX200LC-3, EXCAVATOR
50. 050 19, JOHN DEERE, 210G, EXCAVATOR
50. 055 23, VOLVO, ECR235, SHORTSWING
50. 056 23, VOLVO, ECR235, SHORTSWING
50. 058 24, VOLVO, ERR235EL, SHORT SWING EXCAVATOR
50. 060 24, VOLVO, ECR235EL, SHORT SWING
50. 063 24, VOLVO, ECR235EL , EXCAVATOR
50. 065 25,VOLVO, EW220E, WHEELED EXCAVATOR
50. 066 25, VOLVO, EC235EL, EXCAVATOR
98. 170 00, TRAMAC, 14D, HAMMER
98. 175 00, TRAMAC, HAMMER, HAMMER ON 50.043
98. 177 17, BELLTEC, HTLS10K, AUGER DRIVE
98. 192 23, KENT FRD, FX275QTV, DEMO HAMMER, 5K LBS

EXCAVATOR, 300 SERIES

50. 026 20, VOLVO, EC350E, EXCAVATOR, BEVO, 10'-6" ARM
50. 030 20, VOLVO, EC350EL, EXCAVATOR, BEVO, 12'-10" ARM
50. 031 21, VOLVO, EC350E, EXCAVATOR, BEVO, 12'-10" ARM
50. 035 22, Volvo EC350EL, Excavator, ?'-?" ARM
50. 037 23, VOLVO, EC350E, 12'10" ARM
50. 038 23, VOLVO, EC350E, 12'10" ARM, 21' 2" BOOM
50. 053 14, KOMATSU, PC360LC, EXCAVATOR
50. 054 17, JOHN DEERE, 350G, EXCAVATOR
50. 061 24, VOLVO, EC370FL5, 12' 10" ARM EXCAVATOR
50. 064 24, VOLVO, EC370FL5, 12' 10' ARM, EXCAVATOR

EXCAVATOR, 400 SERIES

50. 023 19, VOLVO, EC480EL, EXCAVATOR, BEVO
50. 033 21, VOLVO, EC480E, EXCAVATOR, BEVO
50. 057 23, VOLVO, EC480E, EXCAVATOR

EXCAVATOR, 600 SERIES

50. 022 19, HITACHI, ZX670, EXCAVATOR, BEVO
50. 067 24, HITACHI, ZX890 LC-7, 14.6' ARM

CRANE, RT, 30-65T

51. 101 07, GROVE, RT 600E, 50T, PICKER
51. 102 18, RTC-8065, LINK-BELT 65 TON, RT PICKER
51. 103 07, GROVE, RT-540E, 40T, RT PICKER

CRANE, CRAWLER, 40-80T

51. 104 69, LINK-BELT, 108, 45T, CRAWLER CRANE GREY
51. 109 , LINK-BELT, 118 RH, 60T, CRAWLER CRANE
51. 110 , LINK-BELT, 118 RH, 60T, CRAWLER CRANE

CRANE, CRAWLER, 85T-100T

51. 105 04, KOBELCO, CK850-II, 85T, CRAWLER CRANE
51. 106 06, KOBELCO, CK1000-III, 100T, CRAWLER CRANE
51. 107 12, KOBELCO, CK-1100G, 110T, CRAWLER CRANE
51. 108 16, MANITOWOC, 11000, 110T, CRAWLER CRANE

COLD PLANER/ MILLING MACHINE

56. 103 15, ROADTEC, RX700E-4, MILLING MACHINE
56. 104 21, ROADTEC RX-600e-4, MILLING MACHINE

SOIL STABILIZERS

55. 203 22, BOMAG RS460 BULLET TEETH, MIXER
55. 204 22, BOMAG, RS360, STABILIZER
55. 205 17, CAT, RM300, MIXER RECLAMIER

COMPACTION, SMALL PNEUMATIC

60. 108 15, CAT, CW14, PNUEMATIC ROLLER
60. 120 19, VOLVO, PT125C , 9 WHL, PNEUMATIC

COMPACTION, SMOOTH, MEDIUM

60. 110 17, VOLVO, SD45D, COMPACTOR, SMOOTH
60. 112 17, VOLVO, SD75D, 66", COMPACTOR, SMOOTH
60. 127 08, BOMAG, 177 D,COMPACTOR, SMOOTH
60. 128 24, SAKAI, SV204D, 54" SMOOTH DRUM

COMPACTION, SMOOTH, LARGE

60. 113 14, VOLVO, SD115, 84", COMPACTOR, SMOOTH

COMPACTION, SMOOTH, TANDEM

60. 106 04, DYNAPAC, CC142, 51", DBL DRUM
60. 115 15, CAT, CB24, 47", DBL DRUM
60. 116 19, CAT, CB24, 47", DBL DRUM, BEVO
60. 117 19, CAT, CB24, 47", DBL DRUM, BEVO
60. 118 20, SAKAI, SW354, DBL DRUM, BEVO
60. 119 20, VOLVO, DD110C, 66" DBL DRUM ASPHALT ROLLER, BEVO
60. 121 21, VOLVO, DD110C, 66", DBL DRUM
60. 122 09, WACKER, RD 27-120,COMPACTOR, DBL DRUM,
60. 123 16, CAT, CB24,COMPACTOR, DBL DRUM,

COMPACTION, PAD, MEDIUM

60. 109 15, VOLVO, SD75F, 66" PADFOOT
60. 111 15, VOLVO, SD45F, 54", PADFOOT COMPACTOR
60. 124 05, BOMAG, 177 PD,COMPACTOR, PADFOOT
60. 125 06, BOMAG, 177 PD,COMPACTOR, PADFOOT
60. 126 07, BOMAG, 177 PD,COMPACTOR, PADFOOT
60. 129 24, SAKAI, SV204T, 55" PADFOOT ROLLER

COMPACTION, PAD, LARGE

60. 114 15, VOLVO, 115F, COMPACTOR, 84", PADFOOT

SCREED, BRIDGE DECK

63. 121 GOMACO, C450X, BRIDGE FINISHER,

SCREED, CONCRETE

63. 104 SCREED, CONCRETE, ROLLER, 14' - 17'
63. 105 FORMS CONCRETE PAVING
63. 107 SCREED CONCRETE VIB
63. 109 VIB SCREED 25', HYD. WINCHES
63. 112 17, FLEMING, 18.5' ROLLER SCREED

63. 113 SCREED CONCRETE VIB
63. 114 SCREED CONCRETE VIB
63. 115 18, ALLEN VIBRATORY SCREED, 25'
63. 116 19, ALLEN VIBRATORY SCREED, 20', LUIS
63. 117 19, ALLEN VIBRATORY SCREED, 20', SLIM
63. 118 ALLEN RAZORBACK SCREED, 20',
63. 119 2007, COMPTON, 26' ROLLER SCREED
63. 120 22' 4 barrel Auger Roller Screed
63. 122 93, COMPTON, 3 BARREL,28` ROLLER SCREED
63. 123 20' Allen Vibatory Screed
63. 124 24, Allen Vibatory Screed, 20"

PAVER, ASPHALT, LARGE

64. 101 14, BLAWKNOX, PF-1510, ASPHALT PAVER,
64. 102 21, ROADTEC, RP-175E, ASPHALT PAVER,
64. 103 21, ROADTEC RP-175E, ASPHALT PAVER

BROOM, POWER

65. 102 09, BROCE,RJ350, BROOM
65. 103 90, BROCE, ROTARY BROOM
65. 105 13, SUPERIOR, DT80J, BROOM,
65. 106 05, BROCE, BROOM, RJ-350
65. 107 12, BROCE,KR-350, BROOM
65. 108 96, BROCE, RJ300, BROOM
65. 109 2015, SUPERIOR, DT80K, BROOM, BEVO
65. 110 14, BROCE BROOM KR-350
65. 111 16, Broce Broom, KR-350
65. 112 16, BROCE BROOM KR-350
65. 113 2017, BROCE BROOM KR350
65. 114 05, BROCE, RJ350, BROOM K-020
65. 116 18, BROCE, RCT-350, BROOM
65. 117 19, BROCE, RCT-350, BROOM

COMPRESSOR, AIR, 185 CFM

70. 110 07, IR, P185, COMPRESSOR
70. 114 15, DOOSAN, P185, COMPRESSOR, MOUNTED, 04.912
70. 115 15, DOOSAN, P185, COMPRESSOR, DENNIS TOVAR
70. 117 12, SULLAIR,185 DPQ, COMPRESSOR,
70. 121 11, INGERSOL RAND, 185CFM, AIR COMPRESSOR, CHAGO
70. 125 12, DOOSAN, P185,
70. 126 18, ATLAS COPCO, XAS 185-KD8,
70. 127 18, ATLAS COPCO, XAS 185-KD8,
70. 128 18, DOOSAN, AIRCOMPRESSOR, C185, CHAGO LOPEZ TOW
70. 129 18, DOOSAN, AIRCOMPRESSOR, C185, TOW
70. 130 18, DOOSAN, AIRCOMPRESSOR, C185, JULIO DIAZ
70. 131 19, DOOSAN, AIRCOMPRESSOR, C185 CARLOS GUERRERO TOW
70. 132 19, DOOSAN, AIRCOMPRESSOR, C185 on 04.919, LUIS ALAMOS
70. 133 19, DOOSAN, AIRCOMPRESSOR, C185 TOWABLE WETH
70. 134 19, DOOSAN, AIRCOMPRESSOR, C185 TOWABLE FELIX
70. 135 20, DOOSAN, AIRCOMPRESSOR, P185 SKID, MOUNTED 04.916, BEVO
70. 136 20, DOOSAN, AIRCOMPRESSOR, P185 SKID, MOUNTED 04.917, BEVO
70. 137 20, DOOSAN, AIRCOMPRESSOR, P185 SKID, MOUNTED 04.918, BEVO

GENERATOR, 50-100 kW

72. 105 M & L 65 KW/ 81.3 KVA GENERATOR
72. 106 ATLAS COPCO, QAS70, 56KW, GENERATOR

PUMP<4"

73. 205 6TZ- Air Powered Grout Pump - NBG

PUMP 6"-8"

73. 201 10, GODWIN, CD225M, 8" TRASH PUMP
73. 202 6" GODWIN SD150M water pump on trailer
73. 203 , GORMAN, HYD SUMP PACKAGE, PUMP
73. 204 , GORMAN-RUPP, P6A60SSAE, PUMP

VIBE HAMMER

74. 001 20, ANTEUS, APEX 320, VIBE HAMMER & POWER PACK, BEVO
74. 002 03, PILE CUTTER, 24", PCM1011, PILE CUTTER
74. 003 08, ABI, HVR-75, PILE DRIVER
74. 004 13, DELMAG, D19-42, HAMMER
74. 005 16, ICE, 28D, VIBE HAMMER
74. 006 19, DELMAG, D30-32,PILE HAMMER

ARROW BOARD, 25 LIGHT

92. 107 12, ALLMAND, ECLIPSE AB2220, ARROW BOARD
92. 109 XX, ALLMAND, ECLIPSE AB2220, ARROW BOARD
92. 112 13, NATIONAL SIGNAL, 25 LITE, ARROWBOARD
92. 114 15, NATIONAL SIGNAL, 25 LITE, ARROWBOARD
92. 115 15, NATIONAL SIGNAL, 25 LITE, ARROWBOARD EDUARDO
92. 116 01, NATIONAL SIGNAL, 25 LITE, ARROWBOARD
92. 117 XX, NATIONAL SIGNAL, 25 LITE, ARROWBOARD
92. 118 14, WANCO, 25 LITE, ARROWBOARD
92. 119 14, WANCO, 25 LITE, ARROWBOARD
92. 120 14, WANCO, 25 LITE, ARROWBOARD
92. 121 14, WANCO, 25 LITE, ARROWBOARD
92. 123 11, WANCO, 25 LITE, ARROWBOARD
92. 124 10, NATIONAL SIGNAL, 25 LITE, ARROWBOARD
92. 126 16, NATIONAL SIGNAL, 25 LITE, ARROWBOARD LUIS A
92. 127 16, NAT'L SIGNAL, 25 LITE, ARROWBOARD LUIS FUENTES
92. 128 16, NATIONAL SIGNAL, 25 LITE, ARROWBOARD
92. 129 16, NATIONAL SIGNAL, 25 LITE, ARROWBOARD
92. 130 16, NATIONAL SIGNAL, 25 LITE, ARROWBOARD JOSE
92. 131 16, NATIONAL SIGNAL, 25 LITE, ARROWBOARD
92. 132 19, SOLARTECH, 25 LITE ARROW BOARD
92. 133 03, WANCO, WTSP55-LSAC,ARROW BOARD
92. 134 10, WANCO, WTSP55-LSAC,ARROW BOARD
92. 135 15, WANCO, WTSP55-LSAC,ARROW BOARD
92. 136 ARROW BOARD, WANCO - AB111
92. 140 13, WANCO, WTLMB, MESSAGE BOARD,
92. 141 24, WANCO 15 LIGHT ARROW BOARD
92. 142 24, WANCO 15 LIGHT ARROW BOARD
92. 143 24, WANCO 15 LIGHT ARROW BOARD
92. 144 24, WANCO 15 LIGHT ARROW BOARD
92. 145 24, WANCO 15 LIGHT ARROW BOARD
92. 146 24, WANCO 15 LIGHT ARROW BOARD

92. 147 24, WANCO 15 LIGHT ARROW BOARD
92. 148 24, WANCO 15 LIGHT ARROW BOARD

MESSAGE BOARD, ELECTRONIC

92. 137 11, WANCO, WTLMB,MESSAGE BOARD
92. 138 13, WANCO, WTLMB,MESSAGE BOARD
92. 139 13, WANCO, ,MESSAGE BOARD N-006A
92. 206 WANCO Message Board

MISC TOOLS/SMALL EQUIPMENT

97. 005 22" Rolloff Flatbed
97. 006 22" Rolloff Flatbed
97. 007 ROLL OFF BOX
97. 008 ROLL OFF BOX
98. 113 COMPACTOR PLATE ALLEN ENGINEERING
98. 123 TRENCH ROLL ATTACHEMENT ENTEK
98. 131 STONE, 655PM, MORTAR MIXER
98. 133 STONE, 655PMS, MORTAR MIXER
98. 145 KENCO, KL12000, BARRIER CLAMP, LOW PROFILE
98. 146 17, COMPRESSORATOR 3n1
98. 147 17, COMPRESSORATOR 3n1
98. 148 17, COMPRESSORATOR, 3n1
98. 169 22, PIPE PULLER, HD1800 bill to 220202 - 7-2023
98. 176 WORD, EX57,AUGER DRIVE, SOIL NAIL DRILL
98. 178 18, CLUB CAR, CARRYALL 1700,GOLF CART
98. 180 19, SPECTRA PRECISION, FOCUS 35,SURVEY ROBOT
98. 181 19, BOBCAT, TILLER
98. 182 GAR BRO, 1 CYCONCRETE BUCKET
98. 183 GAR BRO, 1 CY CONCRETE BUCKET
98. 184 GAR BRO, 2 CYCONCRETE BUCKET
98. 185 CCC, 1 CY CONCRETE BUCKET
98. 186 WILLIAMS SCOTSMAN, MO6012, BUILDING
98. 187 Bridge Overhang Buggy,
98. 188 Bridge Overhang Buggy,
98. 190 MODULAR BARGE SECTIONS (3) 8X3 6X3,
98. 191 SCULLY, ALUMINUM, WORK BOAT, 20'

TRENCH BOX

98. 149 TRENCH BOX, 8X28, 6" WALL
98. 150 8x20' PLATES x 17
98. 151 TRENCH BOXES HEAVY DUTY RED AND BLUE
98. 152 8' x 20' TRENCH PLATES x 20
98. 155 8' x 20' TRENCH PLATES x 12
98. 159 8x20 Trench Box-4" Wall
98. 162 1 1/8"x10"x10' TRENCH PLATE
98. 163 1" X10'X10' TRENCH PLATE
98. 164 1 1/14" x 8'x20' TRENCH PLATE X40
98. 165 8'x 28' x 8" TRENCH BOX
98. 166 8'x 28' x 8" TRENCH BOX
98. 167 8'x 28' x 8" TRENCH BOX
98. 168 8'x 28' x 8" TRENCH BOX

WILLIAM B MITCHELL, P.E.

QUALIFICATION

Mr. Mitchell possesses twenty-four (24) years of extensive and diverse experience in the heavy civil construction and petrochemical industries. This experience consists of functioning as area manager, construction manager, project manager, and engineer with over fourteen (14) years in a supervisory role and ten (10) years with budgeting, general and administration, and profit and loss management responsibility.

RELEVANT EXPERIENCE

mc² civil, inc.

Chief Operations Officer 2014-Present
Mr. Mitchell is responsible for the daily operations of the company. These duties include revenue and sales growth; expense, cost and margin control; monthly, quarterly, and annual financial goal management; as well as development, design, operation, and improvement of the systems that support contract completion within contract time allowances, and within budget.

Texas Sterling Construction Co. a division of Sterling Construction Company, Inc.

Central Texas Regional Mobility Authority a joint venture by **Webber LLC and Texas Sterling Construction Co.**
Construction Manager 2012-2014
US-290 Phase II Expansion Project; Austin, Texas
Mr. Mitchell served as the construction manager for the $207 million design-build project that extends US-290 East between US-183 and SH-130. Project scope consists of 6.2 miles of limited access road including three managed tolled lanes and three widened non-tolled frontage lanes in each direction. Components include design and construction of roadway, 32 bridges, drainage, utility relocation, erosion and sediment control, quality control, interchange and intersection work, and maintenance of traffic. Oversight of 450 person work force achieving in excess of one million man-hours with an exceptional safety record. The project was designed and constructed in a thirty three month period.

Vice President Division Manager 2010-2012
Responsible for Southeast Texas, Louisiana, and Corpus Christi business operations. Profit and loss responsibility for division constructing between $140 and $160 million annual revenue. Oversight of estimating and project management group consisting of eight professionals, administrative staff of four to six, equipment service and maintenance group of twenty, and field operations group of approximately four hundred supervision and construction personnel.

Education and Training:
Texas A&M University
Bachelor of Science
Mechanical Engineering
College Station, Texas
1995

Years of Experience: **28**

Employment History:

2014 to Present
mc² civil, inc.
Chief Operating Officer

2004 - 2014
Sterling Construction Company, Inc.
Equipment Manager, Vice President, Project Manager, Senior Project Manager

1995-2004
FMC Technologies, FMC Loading Systems
Marketing Manager, Engineering Manager, Design Engineer

1992-1994
Entergy Corporation
Project Engineer

Licenses & Registrations:
Professional Engineer, Texas #92923

Vice President/Project Manager 2007-2010
Responsibilities including management of owner, vendor, and subcontractor relations, contract negotiation, change order development, accounts receivable tracking and collection, and oversight of equipment fleet management

Navarro County Safety Rest Area Construction (Richland, Texas)
Texas Department of Transportation ($15.3M)

East Cullen Boulevard Widening and Reconstruction
Texas Medical Center ($2.1M)

Toll Road Widening & Toll Structure Construction
Harris County Toll Road Authority ($8.9M)

San Felipe Widening and Reconstruction
Uptown Development Authority ($17.5M)

US-59 (Goodrich, TX) Roadway Widening and Bridge Construction
Texas Department of Transportation ($8.9M)

Garretson Lane Reconstruction
Uptown Development Authority ($1.6M)

Sterling Construction Commercial Building and Equipment Maintenance Facility Expansion Project
Houston, Texas ($3.0M)

FMC Loading Systems a division of FMC Technologies

Marketing Manager 2003-2004
Management of multiple sales personnel, a nationwide network of third party marketing and sales consultants, and three field service personnel. Additional responsibilities included sales projections, operations budgeting, estimating, product specification, customer/design interface, installation, operation, and maintenance consulting

Engineering Manager 2000-2003
Management of ten to fifteen engineers, mechanical and control system designers, project managers, and field service personnel. Additional responsibilities included design review, product specification, technical sales support and presentations, application engineering, on-site product troubleshooting, and installation, operation, and maintenance troubleshooting

Design Engineer 1995-1999
Site supervisor overseeing several deep foundation drill shaft operations in the South Texas and Gulf Coast Region as well as supervising the first 30' diameter by 300' depth access shaft for t Responsibilities included project management, process piping design, mechanical balancing, hydraulic control, and electric control system design, material specification, vendor negotiation, and fabrication and application troubleshooting.

BRIAN R MANNING, P.E.

QUALIFICATION

Mr. Manning has over thirty-two (33) years of experience in the design and construction of transit, highway, and water infrastructure projects. This experience includes achievements in field work, engineering design, operations, estimating and management. Mr. Manning was instrumental in growing Sterling from a $30 million privately held company to a publicly traded company (Nasdaq: STRL). His signature project was the construction of the downtown section of light rail in Houston. He is recognized as an industry leader, adept strategist and skilled communicator who builds high-performance teams that foster professional growth and the attainment of goals. Mr. Manning is responsible for developing and implementing strategies to drive mc² civil and Main Lane Industries to industry-leadership position, with key activities including strategic planning, new market development, new business development (mergers, acquisitions, strategic partnerships, joint ventures), investor relations, legislative representation, risk management and succession planning.

RELEVANT EXPERIENCE

mc² civil, inc. - Houston. Texas

Chief Executive Officer 2015-Present

Responsible for the overall operational performance, business efficiency, and performance culture. Mr. Manning also actively manages individual projects, engaging in the day-to-day operations of the business so that he can influence procedures and efficiency. Recent examples include:

Project	Owner	Amount
66 IN Waterline along W Hardy Road	City of Houston	$18,296,412
Bagby Street Improvements	Downtown Redevelopment Authority	$21,561,310
120 IN Waterline along Waterworks Blvd	City of Houston	$5,366,147
Clinton Drive Reconstruction Project	City of Houston	$9,088,889
Hughes Road Reconstruction	City of Houston	$11,920,934
Allen Parkway Improvements	Houston Downtown Management District	$12,481,709.36

Education:

Texas Tech University
Bachelor of Science
Civil Engineering
Lubbock, Texas
1990

Years of Experience: **33**

Employment History:

2015 - Present
mc² civil, inc.
Chief Executive Officer

2008 - 2015
Sterling Construction Company, Inc.
Executive Vice President and Chief Development Officer

1994-2008
Texas Sterling Construction Co.
A division of Sterling Construction Company, Inc.
EVP, Project Manager

1993-1994
Brown & Gay Engineers, Inc.
Design Engineer

1992-1993
Webster Engineers, Inc.
Design Engineer

1990-1992
Garver, Inc.
Design Engineer

Licenses & Registration:

Professional Engineer, TX
#82018
ENVISION SUSTAINABILITY
PROFESSIONAL (ENV SP) #49145

BRIAN R MANNING, P.E.

Sterling Construction Company, Inc.- The Woodlands, Texas

Executive Vice President & Chief Development Officer 2008-2015

Established and executed the annual strategic planning cycle. Clarified and cascaded the company's strategy, Managed critical issues in the competitive landscape, local marketplace, industry, and external business/government environment. Responsible for managing the strategy implementation process for key or critical strategic actions. Ensured strategic actions are completed at corporate and operating units to achieve desired results. Engaged external business and industry to influence business strategies, constantly remaining alert and forward-thinking about opportunities and risks in the marketplace.

Was instrumental in leading all corporate functions, worked collaboratively with operating unit leadership consolidating and approving the bid pursuits and led large joint venture pursuits. Lead a range of merger and acquisition activities to support growth and expansion strategy for the organization. Was responsible for presenting at investor conferences, conducting investor calls, and fielding investor inquiries.

Vice President /Project Manager 1994-2008

Managed all phases of the construction project timeline. Performed key role in project planning, budgeting, and identification of resources needed. Managed financial aspects of construction contracts to protect Company's interest and simultaneously maintain good relationship with Client. Was responsible for the overall profit and loss of each project. Handled all correspondence between Contractor and Sub-Contractor(s). Performed site visits and monitored progress of construction activities on a regular basis and held regular status meetings with all sub-teams. Ensured construction activities moved according to pre-determined schedule. Drafted and submitted budget proposals and recommended subsequent budget revisions where necessary. Negotiated with other departments for the acquisition of required personnel from within the company. Developed and delivered progress reports, proposals, required documentation, and presentations. Determined the frequency and content of status reports from the project team, analyzed results, and troubleshot problem areas. Worked with assigned Superintendent(s) proactively manages changes in project scope, identify potential crises, and devise contingency plans. Issued RFIs; created contract change orders. Approved all invoices and managed the billing process. Ensured compliance with contract specifications. Represented Company in project meetings, client meetings, etc. Proactively upheld all safety polices and standards. Built, developed, and grew business relationships vital to the success of the project. Maintained strict adherence to Company policies and procedures.

B&G Engineers – Houston, Texas

Design Engineer 1993-1994

Responsible for performing civil design a multitude of municipal projects. Produced full design phase deliverables including drawings, specifications, technical reports and narratives. Utilized design development software packages including AutoCAD.

Webster Engineers, Inc.- Houston, TX

Design Engineer 1992-1993

Responsible for performing civil design a multitude of municipal and municipal utility district projects. Produced full design phase deliverables including drawings, specifications, technical reports and narratives. Performed onsite construction observation and construction administration submittal reviews. Design development software packages including AutoCAD.

Garver Engineers, Inc. - Little Rock, AR

Design Engineer 1990-1992

Responsible for performing civil design a multitude of projects including new construction or improvements to roads, highways, airport taxiways, approaches, grading and drainage, and other construction related projects.

BRIAN R MANNING, P.E.

Design development software packages including AutoCAD, MicroStation, In-Road, and other civil design packages.

PROFESSIONAL DEVELOPMENT

- Institute for Sustainable Infrastructure – Environmental Sustainability Professional Training, ENV SP
- Design Build Training – Consulting Engineering Council
- CresCom – Bullet Proof Manager Course – 8 Month Course on Management
- Professional Development Hours(PDhs)
    - Since 1997 Maintained 14 PDhs per year plus 1 PDh of Ethics per year
- Public Relations University, Media Relations
- FMI – Financial Management Course
- Jack Welch Training Course

PROFESSIONAL LEADERSHIP

- Technical Advisor - IMAX Dream Big Film –2015
- Technical Region Director – ASCE National – 2013-2015
- President - Houston Contractors Association – 2012
- Governor - ASCE Region 6 (Texas, Oklahoma, New Mexico) - 2011
- President - ASCE National Construction Institute – 2009-2010
- President - ASCE Texas Section – 2009-2010
- Trustee - Texas Civil Engineering Foundation – 2009-2010
- Member - ASCE National Committee on Government Affairs – 2008-2010
- President - ASCE Houston Branch -2003-2004
- Member - Ernest E. Howard Award Committee – 2010-2013
- Member - Houston Contractors Association P.A.C. – 2007-2023
- Member - AGC of Texas Legislative Review Committee – 2006-2009
- Chair – Texas Section Meeting ASCE - 2009
- Member - Beavers Heavy Engineering Construction Association – Since 2007
- Member - Moles Heavy Engineering Construction Association (Limited to 538 members)- Since 2009
- Member – Order of the Engineer – 2009
- Chairman – Primary & Secondary Education – 1994-1995, 1995-1996, 1996-1997
- Co-Chair – Concrete Canoe Committee - 1989

COMMUNITY INVOLVEMENT

- Board Member - Citizens State Bank –2023-Present
- Board Member - GrahamJB6 –2023-Present
- Member - Knights of Columbus
- Member - Kingwood and Lake Houston Chamber of Commerce
- Founders' Circle - New England Center for Arts & Technology (NECAT)

AWARDS

- Award of Honor – Texas ASCE - 2013
- Outstanding Section Award – ASCE Texas President Year – 2010
- Elected to Individual Membership – The Moles Construction Organization - 2010
- ASCE Texas Section Professional Service Award - 2009
- Distinguished Service Award – Prairie View A&M University - 2009
- Inducted – Civil Engineering Academy – Texas Tech University, 2008
- Fellow – American Society of Civil Engineers – 2008
- Award of Honor - ASCE Houston Branch - 2007
- Competent Communicator Certificate – Toastmasters International - 2009
- Edmund Friedman Young Engineer of the Year – 2000

- VIPS Award - Volunteers in Public Schools – Houston Independent School District - 1996

ANTHONY COLOMBO

QUALIFICATION

Results oriented operations professional offering thirty seven (37) years of experience in the Heavy Civil field with specific experience in the field operations, estimating, scheduling, recruitment, acquisition operational due diligence and public company reporting issues related to operations. Recognized for his ability to think outside the box while seeing the big picture. Respected for sound judgment, high standards, and strong ethics.

RELEVANT EXPERIENCE

mc2 Civil, Inc.

2012 to present, actively involved in the day to day operations of mc2 civil, inc., including but not limited to estimation, operations, personnel, and finance.

Sterling Construction Company, Inc.

1997 deployed to the North Texas Division to perform a complete turnaround of a faltering operation. Expanded the Division from a strictly underground operation to a fully functioning Heavy Civil Division and returned to operation to profitability.

2002 returned to Houston to perform operational due diligence on the Kinsel acquisition and upon the successful transaction I remained to manage the Operation integration into Sterling.

2007 Lead the Operational Due Diligence for the Road and Highway Builders Acquisition effort.

2009 Lead the Operational Due Diligence for the Ralph L. Wadsworth Acquisition effort.
I have been on the Executive Management Team at Sterling since 1997 and have been an integral part of the decision making from that point forward.

2011 deployed to Sacramento, CA. to start up Roan and Highway Builders of California and integrate our new subsidiary Myers and Sons into Sterling.

serve on the Sterling General Board of Directors.

Centrum Construction, Inc.

Port Authority of New York , LaGuardia Airport Pump Stations-
Responsible for the day to day operation of a $8M dollar storm water pump station project at La Guardia airport in NYC.
New York City Transit Authority, Borough of Manhattan Subway Pump Station Rehab. – Managed a six location pump station rehab project.. This project was a design build project with a budget of $10M. Bid the project with schematic drawings and served as the Lead Project Manager for the Design, and Construction phases.
Gained experience working within the Union atmosphere and built relationships that assured excellent operational performance.

Education and Training:
AS Civil Technology
Eastern New Mexico University, New Mexico, 1982
AS Business Administration
Midland College, 1987

Years of Experience: 37

Employment History:

2012 – Present
Mc2 Civil Inc.
Houston, TX.
President

2011 – 2012
Road and Highway Builders Of California
(A Sterling Family Company)
Sacramento, CA.
CEO

2005-2011
Sterling Construction Company, Inc.,
Houston, TX.
Project Manager – EVP Operations

2004-2005
Centrum Construction Inc.
New York City, NY.
Project manager

1989-2004
Kingsley Constructors
Houston, TX.
Estimator – VP Estimating

1984-1989
Dewayne Patterson Construction
Midland, TX.
Chief Estimator

1980-1984
K Barnett and Sons Construction
Clovis, NM.
Heavy Equipment Operator, Paving

ANTHONY COLOMBO

Kingsley Constructors

Began as an estimator and advanced to the position of VP–Estimating/Operations. Responsibilities included estimating project management, and financial reporting.

Dewayne Patterson Construction

Chief Estimator with Dewayne Patterson Construction, a mid-sized commercial builder. Responsibilities include estimating project management.

K Barnett and Sons Construction

College Intern with K Barnett and Sons as a heavy equipment operator between classes and over summer breaks.

DAVID COX

QUALIFICATIONS

Mr. Cox possesses forty-one (41) years of extensive and diverse experience in the construction of bridge, highway, and municipal projects. He has provided project compliance with standards and specifications of multimillion-dollar projects while helping to improve and enhance public quality of life. This experience primarily consists of division management and project management requiring contract negotiation, budgeting, scheduling, supervision, estimating, and coordination of the construction work.

RELEVANT EXPERIENCE

Main Lane Industries, LTD

Vice President 2014-Present

Bermuda Beach Sanitary Sewer System – Galveston, Texas
$766,615 – City of Galveston
Description of Project: New Gravity Sanitary Sewer System Consisting of 2,225 LF of 6" PVC

Contract 336 Sam Houston Tollway SE SH288 and IH45 – Houston, Texas
$10,277,275 – Harris County Toll Road Authority
Description of Project: Eight (8) Toll Ramps and Computerized Traffic Management Systems (CTMS)

SH6 & US90A 0912-34-187 – Houston, Texas
$539,000 – Subcontractor to Florida Traffic Control for TxDOT

Contract 238 – Houston, Texas
$1,073,390 – Subcontractor to JD Abrams for Harris County Toll Road Authority

Woodshire Paving & Drainage Subproject 1 – Houston, Texas
$12,082,734 – City of Houston
Description of Project: Removal and Replacement of Storm Sewer Mains, Leads, Manholes, Inlets, Storm Sewer Box and Pipe, Concrete and Roadway Pavement

Texas Sterling Construction, Inc.

Senior Project Manager/Estimator
Montrose and Midtown Drainage and Paving Improvements – Houston, Texas
$8,948,584 – The City of Houston
Description of Project: Montrose & Midtown Drainage and Paving Sub-Project 1
Completion Date: July 2015

Education and Training:
Lehigh University
Bachelor of Science
Civil Engineering
Bethlehem, PA

Years of Experience: 41

Employment History:

2014 to Present
Main Lane Industries, LTD
Vice President

2011 to 2014
Texas Sterling Construction, Inc.
Senior Project Manager/Estimator

2002-2011
A.H. Beck Foundation Co., Inc.
Houston Division Manager

1997-2002
Kinsel Industries, Inc.
Project Manager/Estimator

1993-1997
Granite Construction Co., Inc.
Estimator

1990-1993
Traylor Brothers, Inc.
Project Manager

1989-1990
Bedo Contracting, Inc.
Vice President/Estimator/Project Manager

1982-1989
Austin Bridge Company
Estimator/Project Engineer

1980-1982
Pennsylvania Department of Transportation

DAVID COX

Parker Road Bridge Project – Houston, Texas
$4,653,087 – The Texas Department of Transportation
Description of Project: 2-Lane Bridge Widening for Parker Road over Hardy Toll Road
Completion Date: June 2015

HCTRA Contract 341 – Houston, Texas
$5,966,360 – Harris Co. Toll Road Authority
Description of Project: Remove and Replace Toll Plaza lanes
Completion Date: July 2014

W. Greens Road – Houston, Texas
$7,785,991 – The Texas Department of Transportation
Description of Project: BNSF Railroad Overpass and Approaches
Completion Date: April 2013

HCTRA Contract 328 – Houston, Texas
$9,946,218 - Harris Co. Toll Road Authority
Description of Project: Remove and Replace Toll Booths and Widen Shoulders
Completion Date: August, 2013

State Highway 6 – Hearne, Texas
$6,575,698– The Texas Department of Transportation
Description of Project: Widening of SH 6 to a four lane asphalt divided highway.
Completion Date: April 2013

Beltway 8 – Houston, Texas
$15,404,101 – The Texas Department of Transportation
Description of Project: Widen Feeder Roads and Widen Beltway 8 Bridge over Imperial Valley Rd.
Completion Date: August 2014

A.H. Beck Foundation Co., Inc.

Houston Division Manager 2002-2011
Manager of the Houston Branch Office and the Texas Gulf Coast Region. Profit and loss responsibilities for annual sales exceeding $10 million. Oversight of estimating and project management for Houston Division consisting of ten project superintendents, over one hundred field operation employees and twenty plus drill rigs.

Kinsel Industries, Inc.

Project Manager/Estimator 1997-2002
Estimated and managed multiple TxDoT projects from $1 million to $15 million.

Granite Construction Company

Estimator 1993-1997
Estimated multiple TxDoT projects from $10 million to $100 million.

Traylor Brothers, Inc.

Project Manager 1990-1993
Project Manager for TxDoT projects on US-59S from Beechnut to BW8 and US-59N from Parker Rd. to Hopper Rd.

DAVID COX

Bedo Contracting, Inc.

Vice President/Estimator/Project Manager 1989-1990

Estimated and managed underground water, sewer, and storm projects as a minority-owned subcontractor on City of Houston and TxDoT projects.

Austin Bridge Company

Estimator/Project Engineer 1982-1989

Estimator in the Dallas corporate office from 1982-1986. Transferred to Houston as Project Engineer for bridge projects for Metro and TxDoT.

mc2 civil, inc.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

Mc2 Civil, LLC
14115 Luthe Rd STE 100 Houston, TX 77039

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☒ Yes ☐ No

The undersigned hereby certifies that:

☒ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☒ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☒ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☒ The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

NAME AND TITLE OF SIGNER (Please type)

Anthony Colombo, President

SIGNATURE  DATE 9/25/2025

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____ _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

   (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

   (d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____

By _____

Equal Opportunity Guidelines for Construction Contractors

1. **What are the responsibilities of the offeror or bidder to insure EEO?**
   The offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to insure a comfortable working environment for all employees?**
   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
   No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority, and females applying for positions with construction contractors?**
   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TXCDBG.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women, and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their EEO policy?**
   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**
   At least annually, a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
    The construction contractor must notify, both orally and in writing, Section 3, minority, and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**
    Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
    Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. **Can women be excluded from utilizing any facilities available to men?**
    No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to insure privacy.

14. **What efforts are made to utilize minority and female contractors and suppliers?**
    None, however, records are kept of all offers to minority and female construction contractors.

15. **If a construction contractor participates in a business related association that does not comply with affirmative action standards, does that show his/her failure to comply?**
    No, the construction contractor is responsible for their own compliance.

16. **Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?**
    Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

17. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO**?
    No. The construction contractor must suspend, terminate, or cancel its contract with any Subcontractor who is in violation of the EEO policy.

18. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

_____

City State Zip

Telephone Number ( ) _____ - _____ Voice

( ) _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, MC2 Civil, LLC as PRINCIPAL, and Berkshire Hathaway Specialty Insurance Company, as SURETY are held and firmly bound unto Galveston County hereinafter called the "Owner", in the penal sum of Five Percent of Total Amount Bid Dollars, ($ 5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated September 25, 2025, for ITB #25-059 Rollover Bay Park

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 25th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

MC2 Civil, LLC (SEAL)

Attest:

By: (SEAL)
Anthony Colombo, President

Affix Corporate Seal

Attest:

By: Berkshire Hathaway Specialty Insurance Company

Affix Corporate Seal

Attest:
Cherish McDaniel, Surety Witness

By:
Sarah Holverson, Attorney-In-Fact

Countersigned

By N/A

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

Title: _____

* Power-of-attorney for person signing for surety company must be attached to bond.

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Alyson Carmichael, Paul Messenger, Sarah Holverson, 10001 Woodloch Forest Drive, Suite 250 of the city of The Woodlands, State of Texas,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this September 25, 2025.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

Berkshire Hathaway
Specialty Insurance

100 Federal Street, 20th Floor
Boston, MA 02110

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it to the following address:

Physical Address: 100 Federal Street 20th Floor Boston, MA 02110

You may also contact the Berkshire Hathaway Insurance Company office by telephone at:

1-855-453-9675 or email claimsnotice@bhspecialty.com

Texas Demand Address: BHSIC c/o Gieger, Laborde & Laperouse, LLC
1177 West Loop South, Suite 750, Houston, TX 77027
Phone: (832) 255-6000

PREMIUM OF CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become part or condition of the attached document.

Disaster Recovery Projects

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

Funding for this project is covered under Section 3 of the Housing and Urban Development Act of 1968. All eligible bidders must comply with Section 3 requirements in regards to meeting or exceeding the required objectives for both hiring and subcontracting. In accordance with these objectives, contractors are required to direct their newly created employment and/or subcontracting opportunities to Section 3 Residents and Business Concerns.

County of Galveston
Section 3 Policy
Community Development Program

The County of Galveston receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), which HUD administers through the Office of Community Planning and Development (the program). The primary purpose of this program is to develop viable communities through the provision of decent housing, suitable living environments and expanding economic opportunities for low and moderate income persons.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12.U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses for the areas in which the program/project is being carried out. The County's Section 3 Policy to ensure that the objectives of Section 3 are met, includes the following steps:

A. Introduce and pass a resolution adopting this policy to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this policy to the designated Equal Rights Officer.

C. Notify Section 3 residents and Section 3 businesses of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all Section 3 covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Section 3 prime contractors and subcontractors with contracts over $100,000 commit to this policy as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and

require that they submit reports as may be required by HUD or TDA to the Grant Recipient.

G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, and all other records, which document all actions taken to comply with Section 3 regulations.

By ORDER of the Commissioners Court of Galveston County, Texas, this Section 3 Policy is hereby EXECUTED on behalf of Galveston County, Texas, on this the 29th day of September, 2015.

By: _____
Mark Henry, County Judge

Attest: _____
Dwight D. Sullivan, Galveston County Clerk



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

SECTION 3
RESIDENT EMPLOYMENT OPPORTUNITY DATA
ELIGIBLITY FOR PREFERENCE

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:

ELIGIBILITY FOR PREFERENCE

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the Subrecipient, Grantee, Contractor or Subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section CFR 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Section 3 Resident Certification
for Worker Seeking Preference in Training
and Employment

RESIDENT COMPLETES THIS SECTION:

I, _____, am a legal resident of the _____

_____ and meet the income eligibility guidelines for a low- or very-low-income person as published on HUD'S income limits www.huduser.org/portal/datasets/il.html and documented on the reverse side of this form.

My permanent address is: _____

_____

I have attached the following documentation as evidence of my status:

- ☐ Copy of Lease
- ☐ Copy of receipt of public assistance
- ☐ Copy of Evidence of participation in a public assistance program
- ☐ Other Evidence

_____ _____
Resident Signature Date

_____
Print Name

SECTION 3 INCOME LIMITS

All residents of public housing developments of the Housing Authority of

_____

Qualify as Section 3 Residents.
Alternatively, individuals residing in the
City of _____
or County of

Who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof that illustrates applicant is a current resident of the subject area.

HUD updates area median income (AMI) annually and income limits vary by county. To find the latest income limits visit HUD's website: www.huduser.org/portal/datasets/il.html

Eligibility Guideline

Number in Household	Very Low Income (50% AMI)	Low Income (80%)
1 Individual		
2 Individuals		
3 Individuals		
4 Individuals		
5 Individuals		
6 Individuals		
7 Individuals		
8 Individuals		

_____ _____
Signature Field Date

_____
Print Name

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:

CONTRACTOR INFORMATION

Name of Business

Address of Business

Type of Business: ☐ Corporation ☐ Partnership ☐ Non-Profit
☐ Sole Proprietorship ☐ Joint Venture Consortium

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

☐ Copy of resident lease
☐ Copy of evidence of participation in a public assistance program
☐ Copy of receipt of public assistance
☐ Other evidence

For business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and % ownership of each appointed officers
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Latest Board minutes
☐ Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full-time employees
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement
☐ List of owned equipment
☐ List of all contracts for the past two years
☐ Statement of ability to comply with public policy

Authorized Name and Signature

Date

(Corporate Seal)

Attested By:

Grantee/Subrecipient: _____
Include this document in all applicable bid packets.

Texas General Land Office

Community Development Block Grant (CDBG)
Disaster Recovery Program

Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

Economic Opportunities for Low and Very Low-Income Persons

THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:

☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern:

1. That is 51% or more owned by Section 3 Resident(s); or
2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or
3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.

☐ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.

EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS
(Check ALL that apply)

☐ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.

☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.

☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations

☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.

☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.

☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.

☐ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bondi ng, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding , financing, insurance, etc....

☐ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.

☐ By developing and using a list of eligible Section 3 Business Concerns.

☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS

☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.

☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.

☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.

☐ By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.

☐ By arranging interviews and conducting interviews on the job site.

☐ By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.

☐ By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name: **Date:**

Authorized Representative Name:

Signature:

Code of Federal Regulations
Title 24- Housing and Urban Development

Volume: 1
Date: 2003-04-01
Original Date: 2003-04-01
Title: Section 135.38- Section 3 Clause
Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development . Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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 135, 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 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice 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 contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 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 135.

E. The contractor 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PROJECT MANUAL

ROLLOVER BAY PARK
GILCHRIST, TEXAS

Galveston County Engineering Department
&
Texas General Land Office

The State of Texas
AUSTIN, TEXAS

TECHNICAL SPECIFICATIONS
MAY 29, 2025

HNTB Corporation

TABLE OF CONTENTS

INTRODUCTORY ITEMS

Table of Contents
Certification Page; Professional Seals

SPECIAL PROVISIONS

Special Provision to General Requirements and Covenants

ITEMS 1-9 GENERAL REQUIREMENTS AND COVENANTS

1 Abbreviations and Definitions
2 Instructions to Bidders
3 Award and Execution of Contract
4 Scope of Work
5 Control of the Work
6 Control of Materials
7 Legal Relations and Responsibilities
8 Prosecution and Progress
9 Measurement and Payment

100 ITEMS EARTHWORK AND LANDSCAPE

100 Preparing Right of Way
104 Removing Concrete
110 Excavation
132 Embankment
134 Backfilling Pavement Edges
160 Topsoil
161 Compost
166 Fertilizer
168 Vegetative Watering
180 Wildflower Seeding
192 Landscape Planting
193 Landscape Establishment
194 Roadside Amenity

200 ITEMS SUBGRADE TREATMENTS AND BASE

204 Sprinkling
210 Rolling
216 Proof Rolling
247 Flexible Base
275 Cement Treatment

400 ITEMS STRUCTURES

400 Excavation and Backfill for Structure
402 Trench Excavation Protection
404 Driving Piling
405 Foundation Load Test

406 Timber Piling
409 Prestressed Concrete Piling
416 Drilled Shaft Foundations
420 Concrete Substructures
421 Hydraulic Cement Concrete
422 Concrete Superstructures
424 Precast Concrete Structural Members
425 Precast Prestressed Concrete Structural Members
427 Surface Finishes for Concrete
432 Riprap
434 Bridge Bearings
438 Cleaning and Sealing Joints
440 Reinforcement for Concrete
445 Galvanizing
447 Structural Bolting
449 Anchor Bolts
450 Railing
454 Bridge Expansion Joints
481 Pipe for Drains
483 Concrete Bridge Deck Surfacing
490 Timber Structures
491 Timber for Structures
492 Timber Preservation and Treatment
496 Removing Structures

500 ITEMS MISCELLANEOUS CONSTRUCTION

500 Mobilization
506 Temporary Erosion, Sedimentation, and Environmental Controls
529 Concrete Curb, Gutter, and Combined Curb and Gutters
530 Intersections, Driveways, and Turnouts
531 Sidewalks
542 Removing Metal Beam Guard Fence

600 ITEMS LIGHTING, SIGNING, MARKINGS, AND SIGNALS

610 Roadway Illumination Assemblies
616 Performance Testing of Lighting Systems
618 Conduit
620 Electrical Conductors
624 Ground Boxes
628 Electrical Services
636 Signs
658 Delineator and Object Marker Assemblies
666 Reflectorized Pavement Markings

700 ITEMS MAINTENANCE

760 Cleaning and Reshaping Ditches

SPECIAL SPECIFICATIONS

1005 Loose Aggregate
3048 Permeable Concrete
6455 Grounding and Bonding for Electrical Systems
7340 Fabric Shade Canopies

Galveston County Engineering Department
&
Texas General Land Office

The State of Texas
AUSTIN, TEXAS

TECHNICAL SPECIFICATIONS

FOR:

ROLLOVER BAY PARK

Gilchrist, Texas

May 29, 2025

CIVIL ENGINEERING
HNTB

STATE OF TEXAS
JOSEPH KRAJEWSKI
155773
LICENSED
PROFESSIONAL ENGINEER

05/29/2025

Joseph Krajewski, P.E. *Date*
Civil Engineer

STRUCTURAL ENGINEERING
HNTB

STATE OF TEXAS

05/29/2025

Justin Rawson, P.E. *Date*
Structural Engineer

ELECTRICAL ENGINEERING
HNTB

STATE OF TEXAS
LEE BRAGG
150155
LICENSED
PROFESSIONAL ENGINEER

05/29/2025

Lee Bragg, P.E. *Date*
Electrical Engineer

CIVIL ENGINEERING
HNTB

STATE OF TEXAS
ANTHONY B GAVLIK
109896
LICENSED
PROFESSIONAL ENGINEER

05/29/2025

Anthony Gavlik, P.E. *Date*
Civil Engineer

LANDSCAPE ARCHITECTURE
HNTB

REGISTERED LANDSCAPE ARCHITECT
TUCKER L. ROSE
3716
STATE OF TEXAS

05/29/2025

Tucker L. Rose, PLA *Date*
Landscape Architect

Item 1
Abbreviations and Definitions

1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Material Specification
EIA	Electronic Industries Alliance
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
ITE	Institute of Transportation Engineers
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety & Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project-Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
SSPC	The Society for Protective Coatings
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TMUTCD	Texas Manual on Uniform Traffic Control Devices
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

3.1. **Abrasive Blasting**. Spraying blasts of pressurized air combined with abrasive media.

3.2. **Actual Cost**. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.

3.3. **Addendum**. Change in proposal forms developed between advertising and bid submittal deadline.

3.4. **Additive Alternate**. A bid item contained in a proposal that is not a regular item or a replacement alternate bid item. The additive alternate item(s) include work that may be added to the base bid at the time of letting.

3.5. **Advertisement**. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.6. **Affiliates**. Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings including, but not limited to the lending of financial assistance.

3.7. **Air Blasting**. Spraying blasts of pressurized air free of oil and moisture.

3.8. **Air Temperature**. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.

3.9. **Anticipated Profit**. Profit for work not performed.

3.10. **Apparent Low Bidder**. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Department.

3.11. **Architect of Record**. A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the State to provide professional architectural services.

3.12. **Arterial Highway**. A highway used primarily for through traffic and usually on a continuous route.

3.13. **Available Bidding Capacity**. The Contractor's approved bidding capacity less uncompleted work on Department Contracts.

3.14. **Award**. The Commission's acceptance of a Contractor's bid for a proposed Contract that authorizes the Department to enter into a Contract.

3.15. **Bid**. The offer from the Bidder for performing the work described in the proposal.

3.16. **Bid Bond**. The security executed by the Contractor and the Surety furnished to the Department to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.

3.17. **Bid Error**. A mathematical mistake made by a Bidder in the unit price entered into the proposal.

3.18. **Bidder**. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.19. **Bidders Questionnaire**. A prequalification form completed by a prospective Bidder reflecting a Bidder's financial data and experience.

3.20. **Bidding Capacity**. The maximum dollar value a Contractor may have under Contract with the Department at any given time.

3.21. **Blast Cleaning**. Using one of the blasting methods including, but not limited to water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water injected abrasive blasting, and brush blasting.

3.22. **Bridge**. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.

3.23. **Brush Blasting**. Sweeping lightly with an abrasive blast to remove loose material.

3.24. **Building Contract**. A Contract entered under Transportation Code, Chapter 223, Subchapter A, "Competitive Bids," for the construction or maintenance of a Department building or appurtenance facilities. Building Contracts are considered to be construction Contracts.

3.25. **Callout Work**. Contracts, or work items in Contracts, that require a Contractor's response on an as-needed basis (e.g., see Item 351, "Flexible Pavement Structure Repair").

3.26. **Certificate of Insurance**. A form approved by the Department covering insurance requirements stated in the Contract.

3.27. **Change Order**. Written order to the Contractor detailing changes to the specified work, item quantities or any other modification to the Contract.

3.28. **Commission**. The Texas Transportation Commission or authorized representative.

3.29. **Concrete Construction Joint**. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.30. **Concrete Repair Manual**. Department manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.31. **ConcreteWorks©**. Department-owned software for concrete heat analysis. Software is available on Department website.

3.32. **Construction Contract**. A Contract entered under Transportation Code, Chapter 223, Subchapter A, for the construction, reconstruction, or maintenance of a segment of the State highway system.

3.33. **Consultant**. The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Department to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.

3.34. **Contract**. The agreement between the Department and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.35. **Contract Documents**. Elements of the Contract including, but not limited to the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, and supplemental agreements.

3.36. **Contract Time**. The number of working days specified for completion of the work, including authorized additional working days.

3.37. **Contractor**. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Department.

3.38. **Controlled Access Highway**. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

3.39. **Control of Access**. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

3.40. **Control Point**. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.41. **Cross-Sections**. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.42. **Culvert**. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.22., "Bridge.")

3.43. **Cycle**. The activity necessary for performing the specified work within the right of way project limits once.

3.44. **Daily Road-User Cost**. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.45. **Debar (Debarment)**. Action taken by the Department or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

3.46. **Detour**. A temporary traffic route around a closed portion of a road.

3.47. **Department**. The Texas Department of Transportation (TxDOT).

3.48. **Departmental Material Specifications**. Reference specifications for various materials published by the Construction Division.

3.49. **Direct Traffic Culvert**. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

3.50. **Disadvantaged Business Enterprise**. A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

3.51. **Divided Highway**. A highway with separate roadways intended to move traffic in opposite directions.

3.52. **Easement**. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.53. **Electronic Vault**. The Department's bidding system where electronic bids are stored before bid opening.

3.54. **Engineer**. The Chief Engineer of the Department or the authorized representative of the Chief Engineer.

3.55. **Expressway**. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.56. **Family Member**. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

3.57. **Force Account**. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.58. **Freeway**. An expressway with full control of access.

3.59. **Frontage Road**. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).

3.60. **Hazardous Materials or Waste**. Hazardous materials or waste include but are not limited to explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.

3.61. **High-Pressure Water Blasting**. Water blasting with pressures between 5,000 and 10,000 psi.

3.62. **Highway, Street, or Road**. General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.

3.63. **Historically Underutilized Business**. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Building and Procurement Commission, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.

3.64. **Incentive and Disincentive Provisions**. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive and disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.65. **Independent Assurance Tests**. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Department and are not used for acceptance purposes.

3.66. **Inspector**. The person assigned by the Engineer to inspect for compliance with the Contract any or all parts of the work and the materials used.

3.67. **Intelligent Transportation System**. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.68. **Intersection**. The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.

3.69. **Island**. An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.

3.70. **Joint Venture**. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid proposal.

3.71. **Lane Rental**. A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.72. **Letting**. The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.73. **Letting Official**. The Executive Director or any Department employee empowered by the Executive Director to officially receive bids and close the receipt of bids at a letting.

3.74. **Licensed Professional Engineer**. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.

3.75. **Limits of Construction**. An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

3.76. **Local Street or Road**. A street or road primarily for access to residence, business, or other abutting property.

3.77. **Low-Pressure Water Blasting**. Water blasting with pressures between 3,000 and 5,000 psi.

3.78. **Major Item**. An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or $100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.

3.79. **Manual of Testing Procedures**. Department manual outlining test methods and procedures maintained by the Materials and Pavements Section of the Construction Division.

3.80. **Material Producer List**. Department maintained list of approved products.

3.81. **Materially Unbalanced Bid**. A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the State.

3.82. **Mathematically Unbalanced Bid**. A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.

3.83. **Median**. The portion of a divided highway separating the traffic lanes in opposite directions.

3.84. **Milestone Date**. The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.

3.85. **Monolithic Concrete Placement**. The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.86. **National Holidays**. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.

3.87. **Nonhazardous Recyclable Material**. A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

3.88. **Nonresident Bidder**. A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

3.89. **Nonresponsive Proposal**. A proposal that does not meet the criteria for acceptance contained in the proposal form.

3.90. **Non-Site-Specific Contracts**. Contracts where a geographic region is specified for the work and work orders, with or without plans, detail the limits and work to be performed.

3.91. **Notification**. Either written or oral instruction to the Contractor. Voice mail is oral notification.

3.92. **Pavement**. That part of the roadway having a constructed surface for the use of vehicular traffic.

3.93. **Pavement Structure**. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.93.1. **Surface Course**. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.

3.93.2. **Base Course**. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.93.3. **Subgrade**. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.93.4. **Subgrade Treatment**. Modifying or stabilizing material in the subgrade.

3.94. **Payment Bond**. The security executed by the Contractor and the Surety, furnished to the Department to guarantee payment of all legal debts of the Contractor pertaining to the Contract.

3.95. **Performance Bond**. The security executed by the Contractor and the Surety, furnished to the Department to guarantee the completion of the work in accordance with the terms of the Contract.

3.96. **Plans**. The drawings approved by the Engineer, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.

3.97. **Power of Attorney for Surety Bonds**. An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.

3.98. **Prequalification**. The process for determining a Contractor's eligibility to bid work.

3.99. **Prequalification Statement**. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.100. **Project-Specific Location**. A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.

3.101. **Proposal**. The offer from the Bidder submitted on the prescribed form, including addenda issued, giving unit bid prices for performing the work described in the plans and Specifications.

3.102. **Proposal Form**. The form printed and sent to the Bidder by the Department or printed by the Bidder from the Department's bidding system.

3.103. **Proposal Guaranty**. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.104. **Quality Assurance**. Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.105. **Quality Control**. Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.106. **Ramp**. A section of highway for the primary purpose of making connections with other highways.

3.107. **Recurring Maintenance Work Contracts**. Contracts or work for which maintenance is needed at the same location on more than one occasion (e.g., mowing contracts for which mowing cycles are requested on multiple occasions).

3.108. **Referee Tests**. Tests requested to resolve differences between Contractor and Engineer test results. The referee laboratory is the Construction Division.

3.109. **Regular Item**. A bid item contained in a proposal and not designated as an additive alternate or replacement alternate bid item.

3.110. **Rental Rate Blue Book for Construction Equipment**. Publication containing equipment rental rates.

3.111. **Replacement Alternate**. A bid item identified the proposal form that a Bidder may substitute for a specific regular item of work.

3.112. **Responsive Bid**. A proposal that meets all requirements of the proposal form for acceptance.

3.113. **Right of Way**. A general term denoting land or property devoted to transportation purposes.

3.114. **Roadbed**. The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.

3.115. **Road Master**. A railroad maintenance official in charge of a division of railway.

3.116. **Roadside**. The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.

3.117. **Roadway**. The portion of the highway (including shoulders) used by the traveling public.

3.118. **Routine Maintenance Contract**. A Contract let through the routine maintenance contracting procedure to preserve and repair roadways, rights of way, and appurtenances.

3.119. **Sandblasting, Dry**. Spraying blasts of pressurized air combined with sand.

3.120. **Sandblasting, Wet**. Spraying blasts of pressurized water combined with sand.

3.121. **Shoulder**. That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.

3.122. **Shot Blasting**. Spraying blasts of pressurized air combined with metal shot.

3.123. **Sidewalk**. Portion of the right of way constructed exclusively for pedestrian use.

3.124. **Slurry Blasting**. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.125. **Special Provisions**. Additions or revisions to these standard specifications or special specifications.

3.126. **Special Specifications**. Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.127. **Specifications**. Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications, or Department bulletins and manuals, imply the latest standard

or tentative standard in effect on the date of the proposal. The Engineer will consider incorporation of subsequent changes to these documents in accordance with Item 4, "Scope of Work."

3.128. **Small Business Enterprise**. A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years.

3.129. **State**. The State of Texas.

3.130. **State Holiday**. A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.86., "National Holidays." A list of state holidays can be found on the Department's website.

3.131. **Station**. A unit of measurement consisting of 100 horizontal feet.

3.132. **Subcontract**. The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.133. **Subcontractor**. A Subcontractor is defined as an individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.134. **Subsidiary**. Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

3.135. **Substructure**. The part of the structure below the bridge seats but not including, bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.

3.136. **Superintendent**. The representative of the Contractor who is available at all times and able to receive instructions from the Engineer or authorized Department representatives and to act for the Contractor.

3.137. **Superstructure**. The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.

3.138. **Supplemental Agreement**. Written agreement entered into between the Contractor and the State and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Department whenever the modifications include assignment of the Contract from one entity to another or other cases as desired by the Department.

3.139. **Surety**. The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.

3.140. **Surplus Materials**. Any debris or material related to the Contract not incorporated into the work.

3.141. **Suspension**. Action taken by the Department or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

3.142. **Traffic Lane**. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.143. **Traveled Way**. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.144. **Truck Owner-Operator**. An individual who owns and operates 1 truck for hire.

3.145. **UT-Bridge**. Department-owned software for steel girder erection. Software is available on the Department's website.

3.146. **UT-Lift**. Department-owned software for steel girder erection. Software is available on the Department's website.

3.147. **Utility**. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.148. **Verification Tests**. Tests used to verify accuracy of QC and QA and mixture design testing.

3.149. **Water-Abrasive Blasting**. Spraying blasts of pressurized water combined with abrasive media.

3.150. **Water Blasting**. Spraying blasts of pressurized water of at least 3,000 psi.

3.151. **Water-Injected Abrasive Blasting**. Abrasive blasting with water injected into the abrasive/air stream at the nozzle.

3.152. **Wholly-Owned Subsidiary**. A legal entity owned entirely by the Contractor or subcontractor.

3.153. **Work**. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.

3.154. **Work Order**. Written notice to the Contractor to begin the work. The work order may include the date when work and time charges will begin, the allowable number of working days, and plan sheets providing details specific to a location or to an item of work for non-site-specific work. A work order is part of the Contract.

3.155. **Written Notice**. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last known business address; sent by facsimile to the last known phone number; or sent by e-mail to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current contact information will not be considered a failure to provide written notice.

Item 2
Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these Specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Department's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Obtain a prequalification form from the Department's website. A Bidder may choose to be prequalified by submitting either a Confidential Questionnaire or a Bidder's Questionnaire. Submit the appropriate questionnaire at least 10 calendar days before the last day of the bid opening for the District or statewide letting. Comply with all technical prequalification requirements in the proposal.

2.1. **Confidential Questionnaire**. Submit a Confidential Questionnaire and an audited financial statement for approval. Once prequalified, a Bidder's eligibility is valid for a period of one year from the balance sheet statement date.

2.2. **Bidder's Questionnaire**. Bidders prequalified with a Bidder's Questionnaire are only eligible to bid on projects identified as being waived from the requirements of Section 2.2.1., "Confidential Questionnaire." These projects are designated with a "W" on the Proposal Request Form. Submit a Bidder's Questionnaire for approval. Once prequalified, a Bidder's eligibility is valid for a period of one year from the date the Bidder's Questionnaire was received by the Department.

3. ISSUING PROPOSAL FORMS

The Department will issue a proposal form to a prequalified Bidder if the Engineer's estimate is within that Bidder's available bidding capacity. Request a proposal form electronically from the Department's website. A proposal form printed directly from the Department's website is for informational purposes only and will not be accepted as an official proposal form. In the case of a joint venture, all joint venture participants must be prequalified. An equally divided portion of the Engineer's estimate must be within each participant's available bidding capacity.

The Department will not issue a proposal form if one or more of the following apply:

- the Bidder is suspended or debarred by the Commission, Department, or any federal agency,
- the Bidder has not fulfilled the requirements for prequalification,
- the Bidder does not have the available bidding capacity,
- the Bidder is prohibited from rebidding a specific proposal form due to a bid error on the original proposal form,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Department terminated in the best interest of the State or the public,
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Department to participate in the preparation of the plans or specifications on which the bid or Contract is based, or

- the Bidder is ineligible to bid on any proposed Contract in accordance with Article 7.15., "Responsibility for Damage Claims."

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the proposal form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the proposal form, plans, specifications, and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for use of the Department in the preparation of plans. This information is provided for the Bidder's information only and the Department makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes in the proposal form given during the bidding process are not binding. Only requirements included in the proposal form, associated specifications, plans, and Department-issued addenda are binding. Request explanations of documents in adequate time to allow the Department to reply before the bid opening.

Immediately notify the Department of any error, omission, or ambiguity discovered in any part of the proposal form and Contract documents. The Department will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid on the proposal form furnished by the Department. Informational proposal forms printed from the Department's website will not be accepted.

Specify a unit price in dollars and cents for each regular item and additive alternate item, or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an Item, submit the number of working days to be used to complete the Contract or phases of the Contract shown on the plans.

The Department will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- the proposal form was not signed,
- certifications were not acknowledged,
- a regular item or the additive alternate item are left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the proposal form submitted had the incorrect number of items, or
- the Bidder did not acknowledge all addenda.

7. NONRESPONSIVE BID

The Department will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the bid was not in the hands of the Letting Official at the time and location specified in the advertisement,

- a bid was submitted for the same proposal form by a Bidder or Bidders and one or more of its partners or affiliates,
- the Bidder was not authorized to receive a proposal form under Article 2.3., "Issuing Proposal Forms",
- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders.
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Department,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an Item,
- the Bidder did not attend a specified mandatory pre-bid conference, or
- the Bidder did not meet the requirements of the technical qualification.

8. ELECTRONIC BID

The Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Department's bidding system.

8.1. **Proposal Form**. Use the electronic proposal form in the Department's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Department's bidding system.

The electronic proposal form does not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.2. **Proposal Guaranty**. Provide a proposal guaranty in the amount indicated on the proposal form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

Use the most current version of the electronic bond issued by the Department. For a joint venture, the bond must be in the name of all joint venture participants. Enter the bond authorization code into the Department's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or names of the Bidder or Bidders.

8.3. **Submittal of Bid**. Submit the bid to the vault using the Department's bidding system.

8.4. **Revising the Proposal Form**. Make desired changes in the Department's bidding system up until the time and date set for the opening of bids. The last bid submitted to the vault will be used for tabulation purposes.

8.5. **Withdrawing a Bid**. Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Department will not accept oral requests. An electronic request must be made using the Department's bidding system.

A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Department will accept a request from any person authorized to bind a party to the joint venture. The Department may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. PRINTED BID

9.1. **Proposal Form**. Mark all entries in ink. As an alternative to hand writing the unit prices in the proposal form, submit a typed proposal form. A typed proposal form must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" in the proposal form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the proposal form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. In the case of a joint venture, the person signing the proposal form must be authorized to bind all joint venture participants.

If a proposal form contains both regular items for domestic steel or iron materials and replacement alternate items for foreign steel or iron materials, the Bidder must either:

- submit unit bid prices for domestic items only, or
- submit unit bid prices for both the domestic and foreign items.

9.2. **Proposal Guaranty**. Provide a proposal guaranty in the amount indicated on the proposal form. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2.8.2., "Proposal Guaranty," and submit the electronic bid bond with the printed bid.

9.2.1. **Guaranty Check**. Make the check payable to the Texas Transportation Commission or the Texas Department of Transportation. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. The Department will not accept personal checks, certified checks, or other types of money orders.

9.2.2. **Bid Bond**. Use the bid bond form provided by the Department. Submit the bid bond in the amount specified with the powers of attorney dated and attached. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for joint venture Bidders, each of the Bidders may submit a separate bid bond completed as outlined in this Section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.

9.3. **Submittal of Bid**. Place the completed proposal form and the proposal guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

9.4. **Revising the Proposal Form**. Make desired changes to the proposal form in ink, initial each change made, and submit the proposal to the Letting Official. Correction fluid or tape will be considered a change to the bid and requires the initials of the Bidder. The Department will not make revisions to a bid on behalf of a Bidder.

9.5. **Withdrawing a Bid**. Submit a written request to withdraw a bid before the time and date set for the opening. The Department will not accept oral requests. A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Department will accept a request from any person authorized to bind

a party to the joint venture. The Department may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

10. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Letting Official will publicly open and read bids.

11. TABULATING BIDS

11.1. **Official Total Bid Amount**. The Department will sum the products of the quantities and the unit prices bid in the proposal form to determine the official total bid amount, except as provided in Section 2.11.5., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

11.2. **Consideration of Bid Format**. When a Bidder submits both an electronic bid and a printed bid that is responsive, the unit bid prices in the printed bid will be used to determine the total bid amount. If the printed bid is incomplete or nonresponsive, the electronic bid will be used in the tabulation of the total bid amount.

If a Bidder submits 2 or more printed bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.

11.3. **Rounding of Unit Prices**. The Department will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries of five-hundredths of a cent ($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

11.4. **Interpretation of Unit Prices**. The Department will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Department's determination will be final.

11.5. **Consideration of Unit Prices**.

11.5.1. **Additive Alternate Items.** The Department will sum the products of the quantities and the unit prices bid for the regular items in the proposal form to determine the total bid amount for the base bid. The official total bid amount will be determined by the summation of the base bid plus a pre-determined order of additive alternate items, not to exceed the Department's budgeted amount for the Contract. An estimate of the budgeted amount may be shown on the plans.

The Contract will identify the base bid work and additive alternate work to be performed. The Department makes no guarantee that the additive alternate work will be required.

11.5.2. **A + B Bidding**. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Department will use the following formula to make the calculation:

A + B1 + B2 + BX + … + BT

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the proposal and the unit bid prices bid, and the time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) provided on the plans. When partial days are bid they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time.

11.5.3. **Rubber Additives**. For proposed Contracts without federal funds, if an alternate item for "Hot Asphalt-Rubber Surface Treatments" or "Hot-Mix Asphalt Concrete Pavement" which contains ground tire rubber is shown in the proposal form and the Bidder bids that alternate item, the amounts bid for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be reduced to 85% of the amounts actually bid. This reduction will only be used for the purposes of determining the lowest Bidder. To qualify, the ground tire rubber used must be produced from scrap tire ground in a facility in Texas. Payment for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be at the actual unit prices bid.

11.5.4. **"Buy America."** The use of foreign steel is only allowed when shown on the plans. For a Bidder who proposes to use foreign steel or iron materials to be considered the apparent low Bidder, their total bid must be at least 25% lower than the next lowest bid if that bid proposes to use domestic steel or iron materials.

This requirement does not apply to minimal use of steel or iron materials provided that the total cost of all foreign source items used in the project, as delivered to the project site, is less than $2,500 or one-tenth-of-one-percent (1/10 of 1%) of the Contract amount, whichever is greater.

11.5.5. **Home State Bidding Preference**. For the purpose of determining the apparent low Bidder on proposed Contracts without federal funds, the Department will select the option that results in the greatest bidding preference to the resident Bidder.

11.5.5.1. **Reverse Application of Non-Resident Bidder's Home State Bidding Preference**. The total bid amount will be based upon the reverse application of the non-resident Bidder's home state bidding preference, if any. This will also apply to another state's preference for a Bidder that offers materials grown, produced, processed, or manufactured in that state.

Any reverse application of the home state bidding preference would be the greater of the following:

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which the non-resident's principle place of business is located; or
- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the Contract will be performed.

11.5.5.2. **Texas Home State Bidding Preference**. A Bidder will be considered the apparent low Bidder if the Bidder's home office is located in this state and their bid does not exceed an amount equal to 105% of the apparent low bid received from a Bidder whose home office is not located in this state. This will not apply to a Bidder from a bordering state whose state does not give a preference to a Bidder in a manner similar to this Section.

12. CONSIDERATION OF BID ERRORS

The Department will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- a written notification is submitted to the Department within 5 business days after the date the bid is opened; and
- the submittal identifies the items of work involved and include bidding documentation. The Department may request clarification of submitted documentation.

The Department will evaluate the claim of an error by the apparent low Bidder by considering the following:

- the bid error relates to a material item of work,
- the bid error amount is a significant portion of the total bid,
- the bid error occurred despite the exercise of ordinary care, and
- the delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Department will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Department.

13. TIE BIDS

If the official total bid amount for 2 or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If 2 or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than 2 Bidders. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than 2 Bidders. The Letting Official will preside over the proceedings.

Item 3
Award and Execution of Contract

1. AWARD OF CONTRACT

The Commission or designated representative will award, reject, or defer the Contract within 30 days after the opening of the proposal. The Department reserves the right to reject any or all proposals and to waive technicalities in the best interest of the State.

1.1. **Award**. The Commission or designated representative will award the Contract to the low Bidder as determined by Article 2.11., "Tabulating Bids." The Commission may award a Contract to the second lowest Bidder when the following requirements have been met:

- the Contract is for maintenance work with an Engineer's estimate less than $300,000 and the Contract does not include federal funds,
- the low Bidder withdraws its bid or fails to enter into Contract,
- the second lowest Bidder agrees to perform the work at the unit bid prices of the low Bidder,
- the Executive Director recommends in writing the award of the Contract to the second lowest Bidder, and
- the Commission agrees with the Executive Director's recommendation for award to the second lowest Bidder.

1.2. **Rejection**. The Commission or designated representative will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Department's estimate and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the State.

1.3. **Deferral**. The Commission may defer the award or rejection of the Contract when deferral is in the best interest of the State.

2. RESCINDING OF AWARD

The Commission or designated representative reserves the right to cancel the award of any Contract before contract execution with no compensation due when the cancellation is in the best interest of the State. The Department will return the proposal guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/SBE information in the timeframe specified when required by the proposal.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract.

4.1. **Contract**. Execute the Contract as prescribed by the Department.

4.2. **Bonds**. Execute and date the performance and payment bond in the full amount of the Contract with the powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Department for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	None
$25,000 to $100,000	Payment
More than $100,000	Performance and Payment

Sample versions of the standard performance and payment bonds may be viewed on the Department's website.

4.3. **Insurance**. Submit a certificate of insurance showing coverages in accordance with Contract requirements.

Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Department receives an acceptable certificate of insurance.

Provide the Department with a certificate of insurance verifying the types and amounts of coverage shown in Table 2. The certificate of insurance must be in a form approved by the Texas Department of Insurance. Any certificate of insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not Less Than: $1,000,000 each occurrence
Business Automobile Policy	Not Less Than: $600,000 combined single limit
Workers' Compensation	Not Less Than: Statutory
All Risk Builder's Risk Insurance (For building-facilities contracts only)	100% of Contract Price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 2 either through their own coverage or through the Contractor's coverage.

The Workers' Compensation policy must include a waiver of subrogation endorsement in favor of the Department.

For building-facilities contracts, provide All Risk Builder's Risk Insurance to protect the Department against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Department under the Lost Payable Clause.

For contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the State. The substitute Surety must be authorized by the laws of the State and acceptable to the Department. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this section will not be measured or paid for directly but will be subsidiary to pertinent Items.

4.4. **Business Ownership Information**. Submit the names and social security numbers of all individuals owning 25% or more of the firm, or firms in the case of a joint venture, on the Department's form.

4.5. **List of Quoting Suppliers and Subcontractors**. For a construction Contracts, submit a list of all suppliers and subcontractors that quoted on the Contract. Include names, addresses, telephone numbers, and types of work required.

4.6. **Railroad Documents**. Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way. Comply with the requirements of Article 5.8., "Cooperation With Railroads."

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the proposal guaranty will become the property of the State, not as a penalty, but as liquidated damages. The Contractor forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Commission.

7. RETURN OF PROPOSAL GUARANTY

The proposal guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Engineer.

Verify all quantities of materials shown on the plans before ordering.

For Contracts with callout work and work orders, the purchase of materials before a work order is issued or without prior written approval of the Engineer is at the Contractor's risk, and the Department is not obligated for the cost of the materials or work to acquire the materials.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Commission or designated representative. The Department must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Department or any federal agency.

Item 4
Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Engineer. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges. The preconstruction conference may be scheduled with the safety preconstruction meeting described in Section 7.2.2., "Safety Preconstruction Meeting" and the railroad coordination meeting described in Article 5.8, "Cooperation With Railroads". Work with the Engineer to resolve or escalate all issues. Execute the project pledge and establish an issue escalation ladder.

2.1. **Project Pledge**. Contractor representatives at the level of foreman and above will certify in writing they will approach the construction of this project in a manner consistent with delivering a high quality project in a safe, cost-effective, and timely manner, and they will be committed to not allowing personality conflicts or personal interests to interfere with providing the public with a quality project. Failure to uphold this commitment may result in grounds for removal from the project.

2.2. **Issue Resolution Process**. An issue is any aspect of the Contract where parties of the Contract do not agree. The individuals identified at the lowest level of the issue escalation ladder will initiate the issue resolution process by escalating any issue that remains unresolved within the time frame outlined in the issue escalation ladder.

Work with the Engineer to resolve all issues during the course of the Contract. Refer to Article 4.7., "Dispute or Claims Procedure" for all unresolved issues.

3. PARTNERING

The intent of this section is to promote an environment of trust, mutual respect, integrity, and fair-dealing between the Department and the Contractor.

Informal partnering does not make use of a facilitator, while formal partnering uses the services of a facilitator (internal or external).

3.1. **Procedures for Partnering Meetings and Format**. Informal partnering is required, unless formal partnering is mutually agreed to in lieu of the informal partnering.

3.2. **Facilitators**. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. **Internal Facilitators**. A Department or Contractor staff member may be selected as the facilitator at no additional cost to either party.

3.2.2. **External Facilitators**. A private firm or individual that is independent of the Contractor and the Department may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.

3.3. **Meetings and Arrangements**. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio or visual equipment. Make all meeting arrangements for formal partnering. Use Department facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff in the list. Provide the facilitator the list of attendees and invite the attendees listed.

The Department will invite and provide a list of attendees that includes but is not limited to Department, City, County, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed.

3.4. **Payment**. Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9.7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by its internal facilitator, including but not limited to meals, travel, and lodging. Department facilitators may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Department but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9.7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract, or
- a major item of work varies by more than 25% from the original Contract quantity, except for non-site-specific Contracts.

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. Adjust the unit price by multiplying the Contract unit price by the factor in Table 1.

Table 1
Quantity-Based Price Adjustment Factors

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8, “Prosecution and Progress.”

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The 2 types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract, and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor when the Department discovers differing site conditions. Unless directed otherwise, suspend work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

6. REQUESTS FOR ADDITIONAL COMPENSATION AND DAMAGES

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Engineer an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Engineer to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

Damages occur when impacts that are the responsibility of the Department result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing

additional work are not considered damages. For Contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Department, submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Construction Division for approval.

The Department will not consider fees and interest on requests for additional compensation and damages. Fees include, but are not limited to: preparation, attorney, printing, shipping, and various other fees.

If the Contractor requests compensation for damages and the damages are determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable damage and will be limited as follows:

6.1. **Standby Equipment Costs**. Payment will be made in accordance with Section 9.7.1.4.3., "Standby Equipment Costs."

6.2. **Project Overhead**. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options:

- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
- actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

6.3. **Home Office Overhead**. The Department will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the area office or the district office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

It is the Department's goal to have a dispute settled in the District before elevating it to the Contract Claim Committee (CCC) as a claim. The Construction Division can assist in the resolution of a dispute with a Contractor when requested by the District. The Contractor may request that a District ask for assistance of the Construction Division; however, the request for a recommendation prepared by the Construction Division to settle a dispute must come from the District.

If a dispute cannot be resolved, initiate the Contract claim procedure by submitting a claim to the District Engineer, the Director of the Construction Division, or the CCC.

The Department's Contract claim procedure has been established in accordance with Title 43 of the Texas Administrative Code, Part 1, Chapter 9, Subchapter A, Rule §9.2, *Contract Claim Procedure*. Detailed instructions for submitting a claim and its components can be found on the Department's website.

If a claim has been submitted and the Contractor wishes to resume negotiations with the District, notify the CCC in writing of the intent to resume negotiations at the District level and request review of the claim be suspended by the CCC pending the outcome of the negotiations.

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than one year after expiration of the warranty period. For all other claims, file the claim no later than the date the Department issues notice to the Contractor that they are in default, the date the Department terminates the Contract, or one year after the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

The Engineer may pursue actions against the Contractor, including but not limited to the withholding of estimates and suspending the work, for noncompliance of the Contract.

The Engineer may suspend the work without suspending working day charges for noncompliance of the Contract.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as indicated in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Department approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed under this Article will not be measured or paid for directly but will be subsidiary to pertinent Items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Departmental Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No[1]
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No[1,2]
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, in the opinion of the Engineer.

Submit shop drawings electronically for the fabrication of structural items as documented in the *Guide to Electronic Shop Drawing Submittal* available on the internet at ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf and as directed for other items required by the Contract. References to 11 × 17-in. sheets in individual specifications for structural items imply electronic computer aided design sheets.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract. Reasonably close conformity limits will be as defined in the respective Items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's authority. Work performed beyond the lines and grades shown on the plans or any extra work performed without authority is considered unauthorized and excluded from pay consideration. The Department will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. **Acceptance of Defective or Unauthorized Work**. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by a letter and may adjust the Contract price.

3.2. **Correction of Defective or Unauthorized Work**. When work fails to meet Contract requirements and is inadequate to serve the design purpose it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Department has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans, special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1 through 9, "General Requirements and Conditions and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary for the successful completion of the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced with the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Department representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to fire hydrants when necessary.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. **Railroad Coordination Meeting**. When shown on the plans or directed by the Engineer, schedule and attend a railroad coordination meeting with the Engineer before beginning work or as agreed (may be a part of the preconstruction conference described in Article 4.2., "Preconstruction Conference"). Prepare a list of attendees and invite personnel that includes but is not limited to Department, Contractor, subcontractor, and railroad representatives.

Provide the invite to the railroad representatives at least 21 calendar days before the railroad coordination meeting.

8.2. **Project-Specific Information**. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by both the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.3. **Right of Entry Agreement by the Department**. When shown on the plans, the process for obtaining a fully executed ROE Agreement is as follows:

- The Department will send the unexecuted ROE Agreement to the Contractor with the unexecuted Contract.
- Partially execute the ROE Agreement and return it to the Department with the partially executed Contract and required insurance.
- The Department will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Department will pay any ROE Agreement fees directly to the railroad company.
- Once the Department has received the fully-executed ROE Agreement from the railroad company, the Department will forward the fully-executed ROE Agreement to the Contractor.

8.4. **Right of Entry Agreement by the Contractor.** When shown on the plans, contact the railroad company to obtain the ROE Agreement before beginning work on the Contract.

Provide the required insurance to the Department before beginning work on the Contract.

Execute the ROE Agreement and pay any associated fees to the railroad company. Provide a copy of the fully-executed ROE Agreement to the Department.

9. CONSTRUCTION SURVEYING

Use Method C unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Maintain the integrity of control points. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor operations.

If the Department repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become due to the Contractor. Replace right of way markers under the direction of a RPLS. This work performed under this Article will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. **Method A**. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control.

At a minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 mi. in length. For projects greater than 2 mi. in length, monuments will be set in pairs of 2 at a minimum of 2 mi. based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. **Method B**. The Engineer will set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. **Method C**. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection or lack of inspection will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

The work performed under this Article will not be paid for directly but will be considered subsidiary to Items of the Contract.

12. FINAL ACCEPTANCE

12.1. **Routine Maintenance Contracts**. The Engineer will perform final acceptance and notify the Contractor of acceptance. The Engineer may use final acceptance procedures shown for construction Contracts.

12.2. **Construction Contracts**. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.2.1. **Work Completed**. Work completed must include work for vegetative establishment and maintenance, test, and performance periods and work to meet the requirements of Article 5.11., "Final Cleanup."

12.2.2. **Final Inspection**. After all work is complete, the Engineer in charge of the work will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the Engineer. Upon correction, the Engineer will make an inspection to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.2.3. **Final Measurement**. Final measurements and pay quantity adjustments may be made after final acceptance.

12.2.4. **Removal of Traffic Control Devices**. Remove construction traffic control devices and advance warning signs upon final acceptance or as directed.

12.3. **Multiple Work Orders**. For Contracts with multiple work orders, final acceptance may be made upon completion of the work for each work order, in accordance with Section 5.12.1., "Routine Maintenance Contracts."

Item 6
Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be inspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

1.1. **Buy America**. Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater,
- the Contract contains an alternate item for a foreign source steel or iron product and the Contract is awarded based on the alternate item, or
- the materials are temporarily installed.

Submit a notarized original of the FORM D-9-USA-1 (Department Form 1818) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

1.2. **Buy Texas**. For construction or maintenance Contracts without federal funds, buy materials produced in Texas when the materials are available at a comparable price and in a comparable period of time. Provide documentation of purchases or a description of good-faith efforts on request.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Department for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the Department may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from the payments due to the Contractor.

3. MANUFACTURER WARRANTIES

Transfer to the Department warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Department. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission of the Engineer.

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the Department will perform testing at its expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which has been tested and approved at a supply source or staging area may be inspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Department for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under Department inspection are for Department use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- cooperate fully and assist the Engineer during the inspection,
- ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials,
- provide a facility at the plant for use by the Engineer as an office or laboratory,
- provide and maintain adequate safety measures and restroom facilities, and
- furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Department use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. DEPARTMENT-FURNISHED MATERIAL

The Department will supply materials as shown on the plans. The cost of handling and placing materials supplied by the Department will not be paid for directly but will be subsidiary to the Item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Department's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the Item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location, replace the removed material with suitable material at no cost to the Department as directed.

9. RECYCLED MATERIALS

The Department will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling. Use nonhazardous recyclable materials (NRMs) only if the specification for the Item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation in the manner prescribed by the Department.

10. HAZARDOUS MATERIALS

Comply with the requirements of Article 7.12., "Responsibility for Hazardous Materials."

The Department is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor, except for paint removal associated with Item 446, "Field Cleaning and Painting Steel," Item 776, "Metal Rail Repair," and Item 784, "Steel Member Repair." The plans will indicate locations where paint on steel is suspected to contain hazardous materials. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. The work required to comply with this section will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor.

10.1. **Painted Steel Requirements**. Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. **Paint Removed by Third Party.** The Department will provide a third party to remove paint containing hazardous materials where paint must be removed to perform work when dismantling steel under Item 496, "Removing Structures."

10.1.2. **Paint Removed by the Contractor.** This work may only be performed by a firm or company with one of the following certifications unless otherwise shown on the plans:

- SSPC-QP2 Category A certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certifications for the duration of the Contract. Provide copies of audits and certification to the Engineer.

Comply with worker and public safety regulations including but not limited to 29 CFR Parts 1910, 1925, and 1926. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed by the Engineer. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint unless otherwise approved.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests to the Engineer.

Refer to Item 446, "Field Cleaning and Painting Steel" for measurement and payment.

10.2. **Removal and Disposal of Painted Steel**. Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name.

Refer to Item 496, "Removing Structures" and Item 497, "Sale of Salvageable Material" for measurement and payment.

10.3. **Asbestos Requirements**. The plans will indicate locations or elements where asbestos containing materials (ACM) are present. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work.

The Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

The Department is required to notify the DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure or load bearing member shown on the plans. If the actual demolition or renovation date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Department's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Department retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

10.3.1. **Asbestos Removed by Third Party.** At locations where unknown ACM is discovered, the Department will arrange for abatement by a third party.

10.3.2. **Asbestos Removed by the Contractor.** Maintain certification as Asbestos Abatement Contractor by the Texas Department of State Health Services for the duration of the Contract. Provide copies of audits and certification to the Engineer.

10.4. **Work Performed by a Third Party**. When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Department. Continue other work detailed in the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Department regarding the progress of the work to allow the Department sufficient time to schedule the third party work.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or directed. Remove and dispose of materials in accordance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7
Legal Relations and Responsibilities

1. ETHICS

Honor the Department's ethics policy. The Department's ethics policy has been established in accordance with Title 43 of the Texas Administrative Code, Part 1, Chapter 10. A complete copy of the Department's ethics policy can be found on the Department's website.

By entering into Contract, the Contractor certifies that the Contractor has read and understands the Department's ethics policy.

Failure to honor this policy may result in action by the Department, which includes but is not limited to verbal warning, removal of project personnel, termination of the Contract, and sanctions under the Texas Administrative Code.

2. SAFETY

2.1. **Safety Point of Contact.** Designate in writing, a Contractor Safety Point of Contact (CSPOC). The Department will assign a Department employee for their point of contact designated as DSPOC. The CSPOC will ensure that the Contractor's and Subcontractor's employees' use the appropriate personal protection equipment (hard hats, safety vests, protective toe footwear, etc.).

The CSPOC will ensure that crew leaders and foremen (including subcontractors) have attended the required training.

2.2. **Safety Preconstruction Meeting**. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in Article 4.2., "Preconstruction Conference"). Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- Department,
- local law enforcement, and
- other personnel that play an active role on the project.

2.3. **Safety Contingency**. In order to improve the effectiveness of traffic handling and enhancing safety during the course of this project, a safety contingency fund may have been included in the project budget for traffic control plan adjustments and other safety-related improvements.

Costs associated with the adjustments or improvements will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Article 9.7., "Payment for Extra Work and Force Account Method" is not intended to be used in lieu of bid items established by the Contract.

2.4. **Public Safety and Convenience**. Ensure the safety and convenience of the public and property as provided in the Contract and as directed. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage and provide for ingress and egress to adjacent property.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

If the Engineer determines that any of the requirements of this Article have not been met, the Engineer may take corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Department for this work will be deducted from any money due or to become due to the Contractor.

2.5. **Use of Blue Warning Lights**. Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.

2.6. **Barricades, Signs, and Traffic Handling**. Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices that conform to the details shown on the plans, the TMUTCD, and the Department's Compliant Work Zone Traffic Control Device List (CWZTCDL) maintained by the Traffic Operations Division. In cases of disagreement between these documents, the CWXTDL governs over the plans, and the TMUTCD governs over both the CWZTDL and the plans. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer will make an inspection of the traffic control devices. Comply with the results of the inspection in the prescribed time frame.

The work performed and materials furnished in accordance with this section and Item 502 have no bearing on the prosecution of Items 1 through 9, "General Requirements and Covenants" of the Contract. This includes, but is not limited to installing, relocating, and removing project limit advance warning signs.

2.6.1. **Contractor Responsible Person and Alternate.** Designate in writing, a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by phone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 7.2.6.5., "Training."

2.6.2. **Flaggers.** Designate in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Before beginning work, provide a list of flaggers certified to perform flagging duties.

Provide flaggers as directed. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately, wear high-visibility safety apparel, use flags, signs, stop-slow paddles, and other hand-signaling devices, and follow the flagging procedures in the TMUTCD. Comply with the requirements of Section 7.2.6.5., "Training."

2.6.3. **Law Enforcement Personnel.** Provide uniformed law enforcement personnel with patrol vehicles as directed. Document the work zone traffic services provided in the manner prescribed by the Department. Law enforcement personnel providing work zone traffic services must be trained for the service they perform. Comply with Section 7.2.6.5., "Training."

2.6.4. **Other Work Zone Personnel.** Workers involved with traffic control, including the maintenance of the traffic control, must comply with the requirements of Section 7.2.6.5., "Training."

2.6.5. **Training.** Workers involved with the traffic control must be trained using Department-approved training, except in the case of Section 7.2.6.4, "Other Work Zone Personnel" who may be trained using Contractor-developed Training in lieu of Department-approved Training.

Provide a copy of the certification of completion to the Engineer, except in the case of Contractor-developed Training. Ensure the certification of completion includes the following:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

For Contractor developed-Training, maintain a log of attendees. Make the log available upon request. Ensure the log is legible and includes the following:

- print name and signature of participant,
- name and title of trainer, and
- date of training.

3. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. The Contractor is not required to comply with city electrical ordinances not included in this Contract. Indemnify and save harmless the State and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Department and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

4. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Department and as specified in Article 7.7., "Preservation of Cultural and Natural Resources and the Environment."

5. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the State from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the State against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Department employees are agents and representatives of the State and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

7. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

7.1. **Cultural Resources**. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Department.

7.2. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3)**. The Department will file the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.

7.3. **Work in Waters of the United States**. For work in the right of way, the Department will obtain any required Section 404 permits from the U.S. Army Corps of Engineers before work begins. Adhere to all agreements, mitigation plans, and standard best management practices required by the permit. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., obtain new or revised Section 404 permits.

7.4. **Work in Navigable Waters of the United States**. For work in the right of way, the Department will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated best management practices. When Contractor-initiated changes in the construction method changes the impacts to navigable waters of the U.S., obtain new or revised Section 9 permits.

7.5. **Work Over the Recharge or Contributing Zone of Protected Aquifers**. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by the TCEQ. Use best management practices and perform work in accordance with Contract requirements.

7.6. **Project-Specific Locations**. For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies:

- Occupational Safety and Health Administration,
- Texas Commission on Environmental Quality,
- Texas Department of Transportation,
- Texas Historical Commission,
- Texas Parks and Wildlife Department,
- Texas Railroad Commission,
- U.S. Army Corps of Engineers,
- U.S. Department of Energy,
- U.S. Department of Transportation,
- U.S. Environmental Protection Agency,
- U.S. Federal Emergency Management Agency, and
- U.S. Fish and Wildlife Service.

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, and correspondence with the resource agencies. Provide documentation upon request.

Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within Department right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address all environmental issues, such as Section 404

permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7.7. **Contractor Responsibility**. If the Contractor initiates changes to the Contract and the Department approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

8. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the service provider or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work performed under this Article will not be measured or paid for directly but will be subsidiary to pertinent Items.

9. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including State employees, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

10. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. Place mobile and stationary equipment to cause the least disruption of normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

11. USING EXPLOSIVES

Do not endanger life or property. When required by the plans or requested, provide a written blasting plan. The Department retains the right to reject the blasting plan. Store all explosives securely and clearly mark all storage places with “DANGER – EXPLOSIVES.” Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least a 48-hr. advance notice to the appropriate railroad representative before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

12. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Comply with the requirements of Article 6.10., “Hazardous Materials”. Indemnify and save harmless the State and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on State-owned or controlled sites. Indemnify and save harmless the State and its representatives from any liability or responsibility arising out of the Contractor’s generation or disposition of any hazardous materials obtained, processed, stored,

shipped, etc., on sites not owned or controlled by the State. Reimburse the State for all payments, fees, or restitution the State is required to make as a result of the Contractor's actions.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission from the Engineer. Repair all openings as directed. Payment for repair of surfaces opened by permission will be made in accordance with pertinent Items or Article 4.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Department approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the State and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the State and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the State from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

If the Contractor asserts any claim or brings any type of legal action (including an original action, third-party action, or cross-claim) against any member of the Commission or individual employee of the Department for any cause of action or claim for alleged negligence arising from the Contract, the Contractor will be ineligible to bid on any proposed Contract with the Department during the pendency of the claim or legal action.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid for directly but will be subsidiary to pertinent Items.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502, "Barricades, Signs, and Traffic Handling." The following sections further address overweight allowances. The Department will make available to the Contractor any available plans and material reports for existing structures.

16.1. **Overweight Construction Traffic Crossing Structures**. The Engineer may allow crossing of a structure not open to the public within the work locations, when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

16.2. **Construction Equipment Operating on Structures**. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review by the Engineer. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.

16.3. **Loads on Structures**. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

16.4. **Hauling Divisible Overweight Loads on Pavement Within the Work Locations**. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed by the Engineer. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. **Reimbursable Repair**. Except for damage to appurtenances listed in Section 7.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident,
- vandalism, or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. **Appurtenances**.

17.2.1. **Unreimbursed Repair**. Except for destruction (not reusable) due to Acts of God, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are reimbursed in accordance with Section 7.17.2.2., "Reimbursed Repair."

Where the Contractor retains replaced appurtenances after completion of the project, the Department will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. **Reimbursed Repair**. Reimbursement will be made for repair of damage due to the causes listed in Section 7.17.1, "Reimbursable Repair."

17.3. **Roadways and Structures**. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Department will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7.17.1, "Reimbursable Repair."

The Department will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. **Detours**. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair." The Engineer may consider failures beyond the Contractor's control when determining reimbursement for repairs to detours constructed. The Department will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. **Relief from Maintenance**. The Engineer may relieve the Contractor from responsibility of maintenance as outlined in this Section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

17.5.1. **Isolated Work Locations**. For isolated work locations, when all work is completed, including work for Article 5.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. **Work Except for Vegetative Establishment and Test Periods**. When all work for all or isolated work locations has been completed, including work for Article 5.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

17.5.3. **Work Suspension**. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

17.5.4. **When Directed by the Engineer**. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. **Basis of Payment**. When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent Items or Article 4.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. **Definitions**.

18.1.1. **Electrical Work.** Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"
- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other Items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes" and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low voltage and inherently power limited circuits such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work as long as no wiring, wiring connections, or conduit work is done at the time of assembly and placement.

18.1.2. **Specialized Electrical Work**. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required under Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any 3-phase electrical power.

18.1.3. **Certified Person**. A certified person is a person who has passed the test from the Department's course TRF450, "TxDOT Roadway Illumination and Electrical Installations," or other courses as approved by the Traffic Operations Division. Submit a current and valid TRF certification upon request. Texas A&M Engineering Extension Service (TEEX) certifications for "TxDOT Electrical Systems" course will not be accepted.

18.1.4. **Licensed Electrician**. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. **Work Requirements**. The qualifications required to perform electrical work and specialized electrical work are listed in Table 2.

Table 2

Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (troubleshooting, repairs, component replacement,	Licensed electrician or workers directly supervised by a licensed electrician

"Directly supervised by a licensed electrician" means that a licensed electrician is physically present during all electrical work. "Directly supervised by a licensed electrician or certified person" means that a licensed electrician or certified person is physically present during all electrical work.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, "Electrical Conductors."

19. PAYROLLS

Ensure that employees, contract labor, and any subcontractor's employees are paid at least the predetermined wage rates shown on the Contract.

Payroll records must contain the information required by law. As an option, form WH-347, "Payroll" is provided by the U.S. Department of Labor.

Maintain payroll and related records during the course of the Contract and preserve these records for a period of 3 years following the completion of the Contract or as required by law.

19.1 **Minimum Wage Requirements for Federally Funded Contracts**. Comply with the requirements of FHWA-1273, "Required Contract Provisions Federal-Aid Construction Contracts."

Submit payroll records to the Engineer in the manner prescribed by the Department.

19.2 **Minimum Wage Requirements for State Funded Contracts**. Comply with the requirements of 29 USC 206 unless otherwise shown in the Contract.

Upon request, submit payroll records to the Engineer in the manner prescribed by the Department.

Item 8
Prosecution and Progress

1. PROSECUTION OF WORK

Begin work within 30 calendar days (7 calendar days for routine maintenance Contracts) after the authorization date to begin work. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown on the plans, work may be prosecuted in concurrent phases if no changes are required to the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

For Contracts with callout work and work orders, begin work in the right of way within the specified time and continuously prosecute the work until completion.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Commission, Department, or any federal agency.

For federally funded contracts, ensure the required federal documents are physically attached to each subcontract agreement including all tiered subcontract agreements.

For all DBE subcontracts including all tiered DBE subcontracts, submit a copy of the executed subcontract agreement.

Upon request, submit a copy of the executed non-DBE subcontracts including all tiered non-DBE subcontracts..

2.1. **Construction Contracts and Federally Funded Maintenance Contracts**. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is a Small Business Enterprise on a wholly State or local funded Contract), excluding any specialty items as determined by the Engineer. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as determined by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this Section.

2.2. **State Funded Maintenance Contracts**. The requirements for performing work with the Contractor's own organization as stated in Section 8.2.1, "Construction Contracts and Federally Funded Maintenance Contracts" do not apply to wholly State funded maintenance Contracts.

2.3. **Payments to Subcontractors**. Report payments for DBE subcontracts including tiered DBE subcontracts in the manner as prescribed by the Department by the 20th day of each month.

2.3.1 **Payment Records**. Make payment and related records, including but not limited to copies of cancelled checks, available for inspection by the Department. Retain payment records for a period of 3 years following the completion of the Contract.

2.4. **Payrolls.** Comply with Article 7.19., "Payrolls."

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

The number of working days is established by the Contract. For Contracts with work orders, the number of working days is established in each work order. Working day charges will begin when work begins as prescribed in Article 8.1., "Prosecution of Work." Working day charges will continue in accordance with the Contract.

Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedule assumes generic resources, production rates, sequences of construction and average weather conditions based on historic data. The Department will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the Department's conceptual time determination schedule.

3.1. **Working Day Charges**. Working days will be charged in accordance with Section 8.3.1.4., "Standard Workweek," unless otherwise shown on the plans. Working days will be computed and charged in accordance with one of the following:

3.1.1. **Five-Day Workweek**. Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7:00 A.M. and 6:00 P.M., a working day will be charged.

3.1.2. **Six-Day Workweek**. Working days will be charged Monday through Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present is performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7:00 A.M. and 6:00 P.M., a working day will be charged.

3.1.3. **Seven-Day Workweek**. Working days will be charged Monday through Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission of the Engineer. If work is performed on any of these holidays requiring an Inspector to be present, and weather or other conditions permit the performance of work for 7 hr. between 7:00 A.M. and 6:00 P.M., a working day will be charged.

3.1.4. **Standard Workweek**. Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7:00 A.M. and 6:00 P.M., a working day will be charged.

3.1.5. **Calendar Day**. Working days will be charged Sunday through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

3.1.6. **Other**. Working days will be charged as shown on the plans.

3.2. **Restricted Work Hours**. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this Article unless otherwise shown on the plans.

3.3. **Nighttime Work**. Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

3.3.1. **Five-, Six-, and Seven-Day Workweeks**. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.

3.3.2. **Standard Workweek**.

3.3.2.1. **Nighttime Work Only**. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., “Nighttime Work,” unless otherwise shown in the Contract.

3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector**. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., “Nighttime Work,” or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract. Only one day will be charged for each 24-hr. time period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8.3.3.2.1., “Nighttime Work Only.”

3.4. **Time Statements**. The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges and future consideration of that statement will not be permitted.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules. Project schedules are used to convey the Contractor's intended work plan to the Department. Prepare project schedules with a level of effort sufficient for the work being performed.

The work performed under this Article will not be measured or paid for directly but will be subsidiary to pertinent Items.

5.1. **Project Scheduler**. Designate an individual who will develop and maintain the progress schedule. The project scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the progress schedule at the preconstruction meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. **Progress Schedule**. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract. Prepare the progress schedule as a bar chart or critical path method (CPM) as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, unless agreed upon with the Engineer. Show an estimated production rate per working day for each work activity, unless agreed upon with the Engineer.

5.3. **Schedule Format**. Format all project schedules according to the following:

- begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project,
- show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity, and
- ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also include:

- clearly and accurately identify the critical path as the longest continuous path,
- provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal, and
- through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. **Activity Format**. For each activity on the project schedule provide:

- a concise description of the work represented by the activity,
- an activity duration in whole working days, and
- code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

5.5. **Schedule Types**.

5.5.1. **Bar Chart**. Seven calendar days before the preconstruction meeting, prepare and submit a hard copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews**. Update the project schedule and submit a hard copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method**. Prepare and submit the schedule using the CPM.

5.5.2.1. **Preliminary Schedule**. Seven calendar days before the preconstruction meeting, submit both the plotted and electronic copies of the project schedule showing activities beginning with the authorization date to begin work and including activities to be performed within the first 90 calendar days from the work start date.

5.5.2.2. **Baseline Schedule**. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the timeframe and construction sequencing indicated in the Contract. Submit both plotted and electronic copies of the baseline schedule. Submit 2 plots of the schedule: one organized with the activities logically grouped using the activity coding; and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days from the work start date unless the time for submission is extended by the Engineer.

5.5.2.2.1. **Review**. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate, and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day from the work start date unless the time for submission is extended by the Engineer.

5.5.2.3. **Progress Schedule**. Maintain and submit the project schedule monthly for use by both the Contractor and the Engineer. Submit both the plotted and electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (such as holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- the actual start dates for activities started,
- the actual finish dates for activities completed,
- the percentage of work completed and remaining duration for each activity started but not yet completed, and
- the calendars to show days actual work was performed on the various work activities.

The cut-off day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. **Project Schedule Summary Report (PSSR)**. When shown on the plans, provide the PSSR instead of the narrative required in Section 8.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule as well as a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Department.

5.5.3. **Notice of Potential Time Impact**. Submit a notice of potential time impact when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the timeframes outlined above will compromise the Department's ability to mitigate the impacts and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. **Time Impact Analysis**. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps:

- **Step 1**. Establish the status of the project immediately before the impact.
- **Step 2**. Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3**. Track the effects of the impact on the schedule during its occurrence.
- **Step 4**. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved by the Engineer, steps 1, 3, and 4, must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will only be considered when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may

also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, callout work, or a work order within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract, callout work, or work order remains incomplete. This amount will be assessed not as a penalty but as liquidated damages. The amount assessed for non-site-specific Contracts will be based on the estimated amount for each work order unless otherwise shown in the Contract. The amount assessed for each callout will be as specified in the Contract.

7. DEFAULT OF CONTRACT

7.1. **Declaration of Default.** The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified;
- fails to prosecute the work to assure completion within the number of days specified;
- is uncooperative, disruptive or threatening;
- fails to perform the work in accordance with the Contract requirements;
- neglects or refuses to remove and replace rejected materials or unacceptable work;
- discontinues the prosecution of the work without the Engineer's approval;
- makes an unauthorized assignment;
  fails to resume work that has been discontinued within a reasonable number of days after notice to do so;
- fails to conduct the work in an acceptable manner; or
- commits fraud or other unfixable conduct as determined by the Department.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Department will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. If the Contractor provides the Department written notice of voluntary default of the Contract, the Department may waive the 10 day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Working day charges will continue until completion of the Contract. The Department may suspend work in accordance with Section 8.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the TAC.

The Department will determine the method used for the completion of the remaining work as follows:

- For Contracts without performance bonds, the Department will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
- For Contracts with performance bonds, the Department will require the Contractor's Surety to complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Department reserves the right to approve or reject proposed subcontractors. Work may resume after the Department receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the

resumption of work and completion of the Contract. The Department may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Department for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Department), the Department will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Department and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Department will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Department as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Department the balance of these costs in excess of the Contract price. In case the costs incurred by the Department are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Department will be entitled to retain the difference.

Comply with Article 8.2, "Subcontracting," and abide by the DBE commitments previously approved by the Department. Section 8.2.1., "Construction Contracts and Federally Funded Maintenance Contracts," is waived.

No markups as defined in Article 9.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. **Wrongful Default.** For consideration of wrong default, submit a written request to the Construction Division within 30 calendar days of receipt of notice of default.

The Construction Division will determine if the Contractor has been wrongfully defaulted and will proceed with one of the following actions:

- In the event that the Construction Division determines the default is proper, the default will remain in accordance with Section 8.7.1., "Declaration of Default." If the Contractor is in disagreement, the Contractor may file a claim in accordance with Article 4.7., "Dispute or Claims Procedure."
- In the event that the Construction Division determines it was a wrongful default, the Construction Division will terminate the Contract in the best interest of the State or the public in accordance with Article 8.8., "Termination of Contract."

8. TERMINATION OF CONTRACT

The Department may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State,
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States,
- the Contractor is prevented from proceeding with the work due to an order of any federal authority,
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor, or
- the Department determines that termination of the Contract is in the best interest of the State or the public. This includes but is not limited to the discovery of significant hazardous material problems, right

of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. **Procedures and Submittals**. The Department will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice,
- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Engineer,
- terminate all subcontracts to the extent they relate to the work terminated,
- complete performance of the work not terminated,
- settle all outstanding liabilities and termination settlement proposals resulting from the termination of the Contract,
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products), and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Department has or may acquire an interest.

8.2. **Settlement Provisions**. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Department will pay reasonable and verifiable termination costs including:

- all work completed at the unit bid price and partial payment for incomplete work,
- the percentage of Item 500, “Mobilization,” equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater,
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts,
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory, and
- other expenses acceptable to the Department.

Item 9
Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

1.1. **Linear Measurement**. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway having an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

1.2. **Volume Measurement**. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

1.3. **Weight Measurement**. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent Item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for Items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

1.3.1. **Hauling on Routes Accessible to the Traveling Public**. For payment purposes on haul routes accessible to the traveling public, the net weight of the load will be calculated as follows:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

1.3.2. **Hauling on Routes Not Accessible to the Traveling Public**. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer.

- If the gross vehicle weight is less than the maximum allowed by the Engineer, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by the Engineer, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this Article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Department, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 4.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the Item of work under the Contract. Until final acceptance in accordance with Article 5.12., "Final Acceptance," assume liability for completing the work according to the plans and specifications and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Department will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage approved by the Engineer. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that

have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require approval of the Engineer before being made and will be made at the Contractor's expense. Include only those materials that have an invoice cost of at least $1,000 in the request for MOH payment.

For Contracts with callout work and work orders, payment for MOH will only be made for materials authorized for purchase by the work order or by written approval of the Engineer.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Department. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is $0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Department to audit MOH records, and to perform process reviews of the record-keeping system. If the Department determines noncompliance with any of the requirements of this provision, the Department may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these records daily, signed by the Contractor's representative, for verification by the Department. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than $10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work.

7.1. **Markups**. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. **Labor**. Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the

minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. **Insurance and Taxes**. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. **Materials**. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. **Equipment**. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an off-site location.

7.1.4.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of the *Rental Rate Blue Book* at the time of use.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Department reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hr. will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month, except when time is computed using a 6-day or 7-day workweek. When using a 6-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 48 hr. per week, nor more than 211 hr. per month. When using a 7-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 56 hr. per week, nor more than 246 hr. per month.

7.1.4.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Department reserves the right to limit the daily rate to comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. **Standby Equipment Costs**. Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that:

7.1.4.3.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment:

- Standby will be paid at 50% (to remove operating cost) of the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Department reserves the right to limit the daily standby rate to comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. **Subcontracting**. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost, superintendence, and profit.

7.1.6. **Law Enforcement Personnel**. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.

7.1.7. **Railroad Flaggers**. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, and profit.

7.1.8. **Bond Cost**. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Department will not withhold retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this Article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the Department.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment from the Department.

Pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Department and the subcontract for the subcontracted work, including the submittal of all information required by the Contract and the Department, and
- the work done by the subcontractor has been inspected, approved, and paid by the Department.

Provide a certification of prompt payment to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the certification in the manner prescribed by the Department each month and the month following the month when final acceptance occurred.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for the work as defined in Article 7.17., "Contractor's Responsibility for Work."

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., “Final Acceptance,” and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

Item 100
Preparing Right of Way

1. DESCRIPTION

Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

2. MATERIALS

Furnish materials in conformance with the plans and Specifications.

3. CONSTRUCTION

Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. Follow all local and state regulations when burning. Pile and burn brush at approved locations as directed. Spread mulched material at approved locations as directed. Handle hazardous materials in accordance with Article 6.10., "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage. Removal of live utility facilities is not included in this Item.

Perform tree and brush removal and trimming in accordance with Article 752.4, "Work Methods."

Notify the Engineer in writing when items not shown on the plans and not reasonably detectable (buried with no obvious indication of presence) are encountered and required to be removed. These items will be handled in accordance with Article 4.5., "Differing Site Conditions."

Remove obstructions not designated for preservation to 2 ft. below natural ground in areas receiving embankment. Remove obstructions to 2 ft. below the excavation level in areas to be excavated. Remove obstructions to 1 ft. below natural ground in all other areas. Remove trees and stumps to 6 in. below ground level. Plug the remaining ends of abandoned underground structures over 3 in. in diameter using concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in conformance with local, state, and federal requirements.

3.1. **Tree Protection**. Install tree protection for trees designated for preservation. Unless otherwise shown on the plans, install tree protection along the drip line of the trees using 4-ft. tall chain link fencing with line posts no more than 10 ft. apart. Install tree protection before beginning work.

4. MEASUREMENT

This Item will be measured by the acre; by the 100-ft. station, regardless of the width of the right of way; or by each tree removed.

Tree removal diameter will be measured in accordance with Article 752.5, "Measurement."

Tree protection will be measured by the acre of trees protected, by the foot of fencing, or by each tree protected.

5. PAYMENT

For "acre" and "station" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way." For "each" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way (Tree)" of the diameter specified. This price is full compensation for removal and trimming of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original Contract amount until final acceptance. The remainder will be paid on the estimate after final acceptance in accordance with Article 5.12., "Final Acceptance."

5.1. **Tree Protection**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows.

5.1.1. **Subsidiary Work**. The following will not be measured or paid for directly, but will be subsidiary to "Tree Protection":

- protection for Contractor project-specific locations inside and outside the right of way;
- repair to areas to be protected that are damaged by Contractor operations;
- removal and re-installation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the protection; and
- minor adjustments, including, but not limited to, plumbing posts and re-attaching protection.

5.1.2. **Installation**. Installation will be paid for as "Tree Protection (Install)." This price is full compensation for furnishing and operating equipment and for labor, materials, tools, and incidentals.

5.1.3. **Removal**. Removal will be paid for as "Tree Protection (Remove)." This price is full compensation for furnishing and operating equipment and for proper disposal, labor, materials, tools, and incidentals.

Item 104
Removing Concrete

1. DESCRIPTION

Break, remove, and salvage or dispose of existing hydraulic cement concrete.

2. CONSTRUCTION

Remove existing hydraulic cement concrete from locations shown on the plans. Avoid damaging concrete that will remain in place. Saw-cut and remove the existing concrete to neat lines. Replace any concrete damaged by the Contractor at no expense to the Department. Accept ownership and properly dispose of broken concrete in conformance with federal, state, and local regulations unless otherwise shown on the plans.

3. MEASUREMENT

Removing concrete pavement, floors, porches, patios, riprap, medians, foundations, sidewalks, driveways, and other appurtenances will be measured by the square yard (regardless of thickness) or by the cubic yard of calculated volume, in its original position.

Removing curb, curb and gutter, and concrete traffic barrier will be measured by the foot in its original position. The removal of monolithic concrete curb or dowelled concrete curb will be included in the concrete pavement measurement.

Removing retaining walls will be measured by the square yard along the front face from the top of the wall to the top of the footing.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., “Plans Quantity Measurement.” Additional measurements or calculations will be made if adjustments of quantities are required.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Removing Concrete” of the type specified. This price is full compensation for breaking the concrete; loading, hauling, and salvaging or disposing of the material; and equipment, labor, tools, and incidentals.

Removing retaining wall footings will not be measured or paid for directly but will be subsidiary to this Item.

Item 110
Excavation

1. DESCRIPTION

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

2. MATERIALS

Accept ownership of unsuitable or excess material and dispose of material in conformance with local, state, and federal regulations, at locations outside the right of way.

3. CONSTRUCTION

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides or slope failures as directed.

Excavate to the grade and sections shown on the plans. Manipulate and compact subgrade in accordance with Section 132.3.4., “Compaction Methods,” unless excavation is to clean homogenous rock at final grade.

Correct unsuitable material encountered at or below subgrade as directed.

3.1. **Rock Cuts**. Use approved embankment material compacted in accordance with Section 132.3.4., “Compaction Methods,” to replace undercut material at no additional cost if excavation extends below the grade shown on the plans.

3.2. **Earth Cuts**. Scarify remaining material to a depth at least 6 in. below the grade shown on the plans in areas where pavement structure will be placed. Compact subgrade in accordance with Section 132.3.4., “Compaction Methods.”

3.3. **Acceptance Criteria**.

3.3.1. **Grade Tolerances.**

3.3.1.1. **Staged Construction**. Grade to within 1.25 in. in the cross-section and 1.25 in. in 16 ft. measured longitudinally.

3.3.1.2. **Turnkey Construction**. Grade to within 0.5 in. in the cross-section and 0.5 in. in 16 ft. measured longitudinally.

4. MEASUREMENT

This Item will be measured by the cubic yard in its original position as computed by the method of average end areas or as shown on the plans.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Roadway)," "Excavation (Channel)," "Excavation (Special)," or "Excavation (Roadway and Channel)." This price is full compensation for authorized excavation; drying; undercutting subgrade in rock cuts and reworking or replacing the undercut material; hauling; disposal of material not used elsewhere on the project; scarification and compaction; and equipment, labor, materials, tools, and incidentals.

Drying subgrade deeper than 6 in. below grade as shown on the plans will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation and replacement of unsuitable material below grade as shown on the plans will be performed and paid for in conformance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Removing, reworking, reshaping, or re-laying existing pavement structure will be paid for in conformance with the appropriate Item.

When a slide or slope failure not due to the Contractor's negligence or operation occurs, payment for removal and disposal of the slide material will be in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Excavation in backfill areas of retaining walls will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Item 132
Embankment

1. DESCRIPTION

Furnish, place, and compact materials for construction of roadways, embankments, levees, dikes, or any designated section of the roadway where additional material is required.

2. MATERIALS

Furnish approved material capable of forming a stable embankment from required excavation in the areas shown on the plans or from sources outside the right of way. Provide one or more of the following types as shown on the plans.

- **Type A**. Granular material that is free of vegetation or other objectionable material and meets the requirements shown in Table 1.

Table 1
Testing Requirements

Property	Test Method	Specification Limit
Liquid limit	Tex-104-E	≤45
Plasticity index (PI)	Tex-106-E	≤15
Bar linear shrinkage	Tex-107-E	≥2

Perform the linear shrinkage test only as indicated in Tex-104-E.

- **Type B**. Materials such as rock, loam, clay, or other approved materials.
- **Type C**. Material meeting the specification requirements shown on the plans. Type C may be further designated as Type C1, C2, etc.
- **Type D**. Material from required excavation areas shown on the plans.

Meet the requirements of the pertinent retaining wall Items for retaining wall backfill material.

3. CONSTRUCTION

Meet the requirements of Item 7, “Legal Relations and Responsibilities,” when off right of way sources are used. Notify the Engineer before opening a material source to allow for required testing. Complete preparation of the right of way in accordance with Item 100, “Preparing Right of Way,” for areas to receive embankment.

Backfill tree-stump holes or other minor excavations with approved material and tamp. Restore the ground surface, including any material disked loose or washed out, to its original slope. Compact the ground surface by sprinkling in accordance with Item 204, “Sprinkling,” and by rolling using equipment complying with Item 210, “Rolling,” when directed.

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 in. unless otherwise shown on the plans. Bench slopes before placing material. Begin placement of material at the toe of slopes. Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment. Simultaneously recompact scarified material with the placed embankment material. Do not exceed the layer depth specified in Section 132.3.4., “Compaction Methods.”

Construct embankments to the grade and sections shown on the plans. Construct the embankment in layers approximately parallel to the finished grade for the full width of the individual roadway cross-sections unless

otherwise shown on the plans. Ensure that each section of the embankment conforms to the detailed sections or slopes. Maintain the finished section, density, and grade until the project is accepted.

3.1. **Earth Embankments**. Earth embankment is mainly composed of material other than rock. Construct embankments in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling.

Obtain approval to incorporate rock and broken concrete produced by the construction project in the lower layers of the embankment. Place the rock and concrete outside the limits of the completed roadbed when the size of approved rock or broken concrete exceeds the layer thickness requirements in Section 132.3.4., "Compaction Methods." Cut and remove all exposed reinforcing steel from the broken concrete.

Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers. Featheredge or blend abutting layers of dissimilar material for at least 100 ft. to ensure there are no abrupt changes in the material. Break down clods or lumps of material.

Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact the layer to the required density in accordance with Section 132.3.4.2., "Density and Moisture Control," when density control is specified.

3.2. **Rock Embankments**. Rock embankment is mainly composed of rock. Construct rock embankments in successive layers for the full width of the roadway cross-section with a depth of 18 in. or less. Increase the layer depth for large rock sizes as approved. Do not exceed a depth of 2-1/2 ft. in any case. Fill voids created by the large stone matrix with smaller stones during the placement and filling operations.

Ensure the depth of the embankment layer is greater than the maximum dimension of any rock. Do not place rock greater than 2 ft. in its maximum dimension, unless otherwise approved. Construct the final layer with graded material so that the density and uniformity are in accordance with Section 132.3.4., "Compaction Methods." Break up exposed oversized material as approved.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact each layer to the required density in accordance with Section 132.3.4.2., "Density and Moisture Control," when density control is specified. Proof-roll each rock layer as directed, where density testing is not possible, in accordance with Item 216, "Proof Rolling," to ensure proper compaction.

3.3. **Embankments Adjacent to Culverts and Bridges**. Compact embankments adjacent to culverts and bridges in accordance with Item 400, "Excavation and Backfill for Structures."

3.4. **Compaction Methods**. Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller. Begin rolling at the lower side and progress toward the high side on superelevated curves. Alternate roller trips to attain slightly different lengths. Compact embankments in accordance with Section 132.3.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density and Moisture Control," as shown on the plans.

3.4.1. **Ordinary Compaction**. Use approved rolling equipment complying with Item 210, "Rolling," to compact each layer. Use specific equipment when required by the Engineer or as shown on the plans. Do not allow the loose depth of any layer to exceed 8 in., unless otherwise approved. Bring each layer to the moisture content directed before and during rolling operations. Compact each layer until there is no evidence of further consolidation. Maintain a level layer to ensure uniform compaction. Recompact and refinish the subgrade at no additional expense to the Department if the required stability or finish is lost for any reason.

3.4.2. **Density and Moisture Control**. Compact each layer to the required density using equipment complying with Item 210. Determine the maximum lift thickness based on the ability of the compacting operation and

equipment to meet the required density. Do not exceed layer thickness of 16 in. loose or 12 in. compacted material unless otherwise approved. Maintain a level layer to ensure uniform compaction.

The Engineer will use Tex-114-E to determine the maximum dry density (D_a) and optimum moisture content (W_{opt}). Meet the requirements for field density and moisture content shown in Table 2 unless otherwise shown on the plans.

Table 2
Field Density Control Requirements

Description	Density	Moisture Content
	Tex-115-E	
PI ≤15	≥98% D_a	–
15 <PI ≤35	≥98% D_a and ≤102% D_a	≥$W_{opt.}$
PI> 35	≥ 95%D_a and ≤100% D_a	≥$W_{opt.}$

Each layer is subject to testing by the Engineer for density and moisture content. Each layer must be brought to the moisture content necessary to obtain the required density and placed in a manner to ensure uniform compaction over the entire layer. The density and moisture contents for the descriptions shown in Table 2 are illustrated in the Moisture-Density Curve of Tex-114-E.

Provide the Engineer with the beginning and ending station numbers of the area completed for testing. The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E, Part I. The Engineer will determine random locations for testing in accordance with Tex-115-E, Part IV. When the density is less than the required density shown in Table 2, the Engineer may perform additional testing to determine the extent of the area to correct.

Remove small areas of the layer to allow for density tests as required. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, when shown on the plans or as directed. Correct soft spots as directed.

3.5. **Maintenance of Moisture and Reworking**. Maintain the density and moisture content once all requirements shown in Table 2 are met. Maintain the moisture content no lower than 4% below optimum for soils with a PI greater than 15. Rework the material to obtain the specified compaction when the material loses the required stability, density, moisture, or finish. Alter the compaction methods and procedures on subsequent work to obtain specified density as directed.

3.6. **Acceptance Criteria**.

3.6.1. **Grade Tolerances**.

3.6.1.1. **Staged Construction**. Grade to within 1.25 in. in the cross-section and 1.25 in. in 16 ft. measured longitudinally.

3.6.1.2. **Turnkey Construction**. Grade to within 0.5 in. in the cross-section and 0.5 in. in 16 ft. measured longitudinally.

3.6.2. **Gradation Tolerances**. Ensure no more than one of the five most recent gradation tests is outside the specified limits on any individual sieve by more than 5% when gradation requirements are shown on the plans.

3.6.3. **Density Tolerances**. Ensure no more than one of the five most recent density tests for compaction work is outside the specified density limits and no test is outside the limits by more than 3 pcf.

3.6.4. **Plasticity Tolerances**. Ensure no more than one of the five most recent PI tests for material is outside the specified limit by more than 2 points.

4. MEASUREMENT

Shrinkage or swell factors are the Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

Measurement of retaining wall backfill in embankment areas will be paid for as embankment unless otherwise shown on the plans. Limits of measurement for embankment in retaining wall areas are shown on the plans.

Embankment will be measured by the cubic yard. Measurement will be further defined for payment as follows.

4.1. **Final**. The cubic yard will be measured in its final position using the average end area method or as shown on the plans. The volume is computed between the original ground surface or the surface upon which the embankment is to be constructed and the lines, grades, and slopes of the embankment. In areas of salvaged topsoil, payment for embankment will be made in accordance with Item 160, "Topsoil." Shrinkage or swell factors will not be considered in determining the calculated quantities.

When measured by the cubic yard in its final position, this is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.2. **Original**. The cubic yard will be measured in its original and natural position using the average end area method or as shown on the plans.

4.3. **Vehicle**. The cubic yard will be measured in vehicles at the point of delivery.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)" of the compaction method and type specified. This price is full compensation for furnishing embankment; hauling; placing, compacting, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidentals.

When proof rolling is directed, it will be paid for in accordance with Item 216.

All sprinkling and rolling, except proof rolling, will not be paid for directly, but will be subsidiary to this Item, unless otherwise shown on the plans.

In fill sections, excavation and replacement of unsuitable material below existing elevations will be performed and paid for in conformance with the applicable bid items. However, if Item 110, "Excavation," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When rework, removal, or scarification is required for existing pavement structure that will remain, it will be measured and paid for as shown on the plans for the appropriate type.

Item 134
Backfilling Pavement Edges

1. DESCRIPTION

Backfill pavement edges in conformance with the typical sections shown on the plans.

2. MATERIALS

2.1. **Backfill Materials**. Use backfill material capable of sustaining vegetation unless otherwise specified on the plans. Furnish backfill material of one of the following types.

2.1.1. **Type A.** Backfill secured from a source outside the right of way and in accordance with the requirements as shown on the plans.

2.1.2. **Type B**. Backfill secured from within the existing right of way as shown on the plans or as directed.

2.1.3. **Type C**. Mulch sodding backfill secured from an approved source in accordance with Section 162.2.2., "Mulch Sod."

2.2. **Emulsified Asphalt**. Furnish erosion control material in accordance with Article 300.4., "Construction," or as shown on the plans. Furnish material meeting the requirements of Item 300, "Asphalts, Oils, and Emulsions."

2.3. **Fertilizer**. Furnish fertilizer in accordance with Article 166.2., "Materials," if specified on the plans.

2.4. **Water**. Furnish water required for proper compaction, promotion of plant growth, or emulsion dilution in accordance with Article 168.2., "Materials."

3. CONSTRUCTION

Haul the backfill material to the required location before placing the finish surface course unless directed otherwise. Spread, compact, and shape the backfill material in conformance with the typical sections after placing the finish surface course. Do not drag, push, or scrape material across completed pavement.

3.1. **Type A and Type B Backfill**. Bring the backfill material to the approved moisture content. Shape to the lines and grades shown on the plans and compact as directed. Blade the roadway side-slopes to a smooth surface after compacting the backfill.

3.2. **Type C Backfill**. Place mulch sod in a uniform windrow and keep moist as directed. Cultivate the area to receive mulch sod to a depth of 4 in. Blade and shape the mulch sod across the area in varying depths as shown on the typical sections to produce a smooth and uniform slope. Roll with a light roller or other suitable equipment. Moisten to the maximum depth of the backfill, after applying fertilizer, as directed.

3.3. **Fertilizer**. Distribute fertilizer uniformly in accordance with Article 166.3., "Construction," after final finishing of the backfill material when fertilizer is specified on the plans. Moisten to a depth of 4 in. or to the maximum depth of the backfill, whichever is less, after applying fertilizer.

3.4. **Emulsified Asphalt**. Apply the emulsified asphalt in accordance with Item 314, "Emulsified Asphalt Treatment," after backfill material is placed as shown on the plans. Evenly distribute at the rate selected shown on the plans.

4. MEASUREMENT

This Item will be measured by the 100-ft. station along the baseline of each roadbed, the foot along the pavement edge, or the cubic yard in vehicles of uniform capacity at the point of delivery.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Backfill" of the type specified. This price is full compensation for furnishing the emulsified asphalt, water, fertilizer, and backfill material, and for equipment, labor, materials, tools, and incidentals.

Item 160
Topsoil

1. DESCRIPTION

Furnish and place topsoil to the depths and on the areas shown on the plans.

2. MATERIALS

Use easily cultivated, fertile topsoil that is free of objectionable material and resists erosion. Obtain topsoil from the right of way at sites of proposed excavation or embankment when specified on the plans, or as directed. Secure additional topsoil, if necessary, from approved sources outside the right of way in accordance with Article 7.7., "Preservation of Cultural and Natural Resources and the Environment." Ensure that the topsoil obtained from sites outside the right of way has a pH of 5.5–8.5, per Tex-128-E. Topsoil is subject to testing by the Engineer. Furnish water in accordance with Article 168.2., "Materials."

3. CONSTRUCTION

Remove and dispose of objectionable material from the topsoil source before beginning the work. Stockpile topsoil, when necessary, in a windrow at designated locations along the right of way line or as directed. Keep source and stockpile areas drained during topsoil removal and leave them in a neat condition when removal is complete. Scarify the area to a depth of 4 in. before placing topsoil. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil as directed. Water and roll the topsoil using a light roller or other suitable equipment.

4. MEASUREMENT

This Item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard, or by the cubic yard in vehicles at the point of delivery.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Furnishing and Placing Topsoil" of the depth specified on the plans (except for measurement by the cubic yard). This price is full compensation for securing necessary sources and royalties; furnishing topsoil; excavation, loading, hauling, stockpiling, and placing; watering; rolling; and equipment, labor, materials, tools, and incidentals. Limits of excavation and embankment for payment are shown in Figure 1.

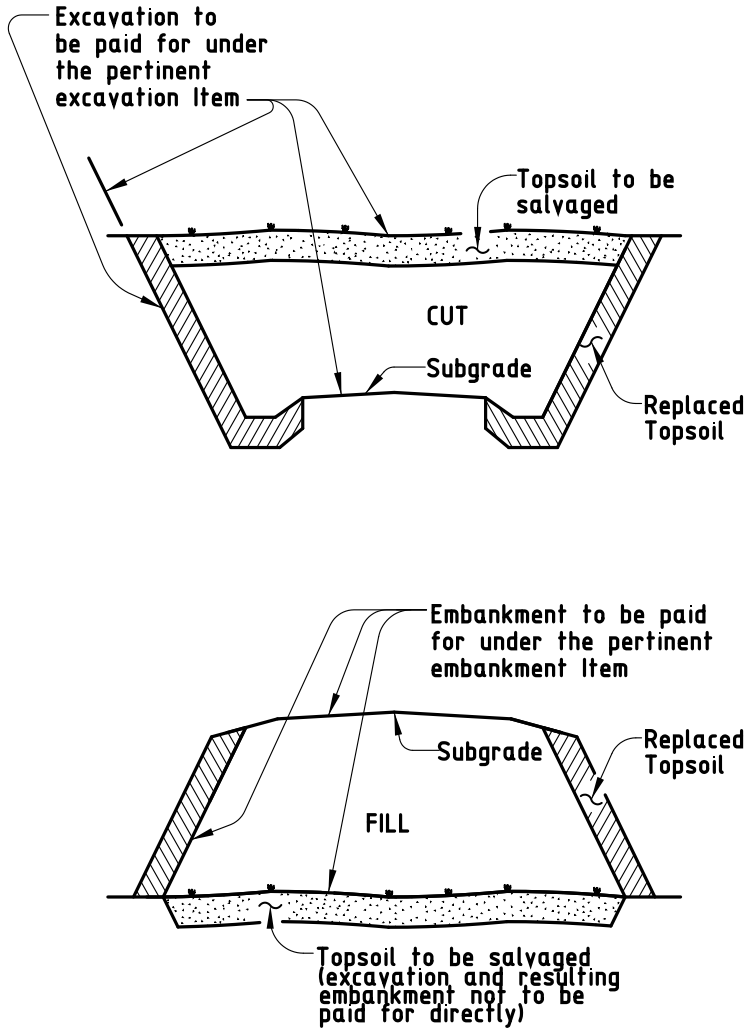


Figure 1
Roadway Cross-Sections Showing Payment for Excavation and Embankment

Item 161
Compost

1. DESCRIPTION

Furnish and place compost as shown on the plans.

2. MATERIALS

Furnish compost that has been produced by aerobic (biological) decomposition of organic matter and meets the requirements shown in Table 1. Compost feedstock may include, but is not limited to, leaves and yard trimmings, biosolids, food scraps, food-processing residuals, manure or other agricultural residuals, forest residues, bark, and paper. Ensure compost and wood chips do not contain any visible refuse, other physical contaminants, or any substance considered harmful to plant growth. Do not use materials that have been treated with chemical preservatives as a compost feedstock or as wood chips. Do not use mixed municipal solid waste compost. Provide compost in accordance with 40 CFR 503 for Class A biosolids and TCEQ health and safety regulations as defined in the TAC, Chapter 332, including the time and temperature standards in Subchapter B, Part 23. Meet the requirements of the United States Composting Council (USCC) Seal of Testing Assurance (STA) program.

Before delivery of the compost, provide quality control documentation that includes the following:

- the feedstock by percentage in the final compost product,
- a statement that the compost meets federal and state health and safety regulations,
- a statement that the composting process has met time and temperature requirements,
- a copy of the producer's STA certification, and
- a copy of the lab analysis, performed by an STA-certified lab, verifying that the compost meets the requirements shown in Table 1.

Provide a copy of the current TCEQ compliance statement signed by the facility manager when furnishing biosolids compost.

Table 1
Physical Requirements for Compost

Property	Test Method	Requirement
Particle Size	TMECC[1] 02.02-B, "Sample Sieving for Aggregate Size Classification"	95% passing 5/8" 70% passing 3/8"
Heavy Metals Content	TMECC 04.06, "Heavy Metals and Hazardous Elements": 04.06-As, Arsenic 04.06-Cd, Cadmium 04.06-Cu, Copper 04.06-Pb, Lead 04.06-Hg, Mercury 04.06-Mo, Molybdenum 04.06-Ni, Nickel 04.06-Se, Selenium 04.06-Zn, Zinc	Pass
Salinity	TMECC 04.10-A, "1:5 Slurry Method, Mass Basis"	5.0 dS/m Max[2]
pH	TMECC 04.11-A, "1:5 Slurry pH"	5.5–8.5
Maturity	TMECC 05.05-A, "% Emergence and Relative Seedling Vigor"	>80%
Organic Matter Content	TMECC 05.07-A, "Loss-On-Ignition Organic Matter Method"	25–65% (dry mass)
Stability	TMECC 05.08-B, "Carbon Dioxide Evolution Rate"	≤8
Fecal Coliform	TMECC 07.01-B, "Fecal Coliforms"	1,000 MPN/g Max

1. *Test Methods for the Examination of Composting and Compost,* published by the United States Department of Agriculture and USCC.
2. A soluble salt content up to 10.0 dS/m for compost used in compost-manufactured topsoil will be acceptable.

Maintain compost in designated stockpiles at the producer's site. The Department reserves the right to sample compost at the jobsite. Material may be tested to verify compliance with this Specification by an STA-certified laboratory. Make payment to the STA-certified laboratory approved by the Department. Submit laboratory invoices for passing tests to the Department for reimbursement. Maintain a complete record of all test reports for the previous and current calendar years.

2.1. **Compost Manufactured Topsoil (CMT)**. Use CMT consisting of 75% topsoil blended with 25% compost measured by volume. Use topsoil in accordance with Article 160.2., "Materials."

2.2. **Erosion Control Compost (ECC)**. Use ECC consisting of 50% untreated wood chips blended with 50% compost measured by volume. Use wood chips less than or equal to 5 in. in length with 95% passing a 2-in. screen and less than 30% passing a 1-in. screen.

2.3. **General Use Compost (GUC)**. Use GUC consisting of 100% compost.

3. CONSTRUCTION

Prepare the types of compost for use on the project, and stockpile at the jobsite.

3.1. **Compost Manufactured Topsoil (CMT)**. After excavation and embankment work is complete, remove and dispose of objectionable material from the topsoil before blending. Use equipment capable of blending CMT uniformly to the full depth as specified. Roll the CMT using a light corrugated drum.

3.2. **Erosion Control Compost (ECC)**. Use only on slopes 3:1 or flatter. Apply a 2-in. uniform layer after excavation and embankment work is complete unless otherwise shown on the plans or directed. Use a light roller or other suitable equipment when rolling is specified.

3.3. **General Use Compost (GUC)**. Apply in a uniform layer as a top dressing on established vegetation to the depth shown on the plans. Do not bury existing vegetation. Apply GUC as a backfill ingredient, in a planting soil mixture, for planting bed preparation, or as mulch, when shown on the plans.

4. MEASUREMENT

This Item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard, or by the cubic yard in vehicles at the point of delivery.

For ECC cubic yard measurement, the quantity will be the composite material, compost and topsoil or wood chips.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Compost Manufactured Topsoil," "Erosion Control Compost," and "General Use Compost" as follows.

- For measurement by the station and square yard, payment will be for the depth specified.
- For measurement by the cubic yard, payment will be made for material measured in vehicles.

This price is full compensation for loading, hauling, stockpiling, blending, placing, rolling, sprinkling, equipment, labor, materials (including topsoil for CMT and wood chips for ECC), tools, and incidentals. Costs associated with passing quality assurance testing will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method," at invoice price with no markups.

Item 166
Fertilizer

1. DESCRIPTION

Furnish and distribute fertilizer over areas specified on the plans.

2. MATERIALS

Use straight fertilizers or fertilizer-mixture containing nitrogen (N), phosphorus (P_2O_5), and potash (K_2O) nutrients unless otherwise specified on the plans. Ensure at least 50% of the nitrogen component is a slow-release granulated, sulfur-coated, or plastic-covered urea. Ensure that fertilizer-mixture or straight fertilizers are in an acceptable condition for distribution in containers labeled with the analysis data. The materials are subject to testing by the Texas A&M University Feed and Fertilizer Control Service in accordance with the Texas Commercial Fertilizer Control Act.

3. CONSTRUCTION

Furnish and distribute the fertilizer uniformly at a rate equal to 60 lb. of nitrogen per acre or at the analysis and rate specified on the plans.

Apply fertilizer as a dry material, and do not mix with water to form a slurry.

Incorporate fertilizer during seedbed preparation as specified on the plans.

4. MEASUREMENT

When fertilizer is specified on the plans to be a pay item, measurement will be by the acre of surface area covered or by the ton (2,000 lb.). Measurement by the ton will use guaranteed weight of bags or containers as shown by the manufacturer or certified scales meeting the requirements of Item 520, “Weighing and Measuring Equipment,” unless otherwise approved.

5. PAYMENT

Unless otherwise specified on the plans, the work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent bid items.

When fertilizer is specified on the plans to be a pay item, the work performed, and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Fertilizer.” This price is full compensation for furnishing materials and performing operations.

Item 168
Vegetative Watering

1. DESCRIPTION

Provide and distribute water to promote growth of vegetation as directed.

2. MATERIALS

Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

3. CONSTRUCTION

Apply water when directed. Furnish and operate equipment to distribute water at a uniform and controllable rate. Ensure that watering does not erode soil or plantings. Apply water in the required quantity where shown on the plans or as directed.

4. MEASUREMENT

This Item will be measured by the 1,000 gal. (TGL) of water as applied.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Vegetative Watering." This price is full compensation for furnishing and operating watering equipment and measuring devices and for furnishing and applying water, including hauling, equipment, labor, and incidentals.

Item 180
Wildflower Seeding

1. DESCRIPTION

Prepare the surface and provide and distribute wildflower seed as shown on the plans or as directed.

2. MATERIALS

Provide seed from the previous season's crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity × Germination). Furnish seed of the designated species, in labeled unopened bags or containers, to the Engineer before planting. Use within 12 mo. from the date of the analysis.

3. EQUIPMENT

Use equipment shown on the plans or as directed that will evenly distribute the seed over the area. Provide equipment with an agitator or method to maintain a uniform seed mixture during distribution.

4. CONSTRUCTION

Mow locations designated for wildflower planting to an approximate height of 4 in. Distribute the seed or seed mixture uniformly. Distribute seed between September 1 and November 30.

If approved, seed may be distributed simultaneously in accordance with Item 164, "Seeding for Erosion Control," provided each component is applied at the specified rate.

5. MEASUREMENT

This Item will be measured by the acre.

6. PAYMENT

The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Wildflower Seeding." This price is full compensation for seed, equipment, labor, mowing, tools, and incidentals.

Item 192
Landscape Planting

1. DESCRIPTION

Provide and install plants and related materials at designated locations. Transplant plant material, including trees, shrubs, palms, and grasses as shown on the plans. Maintain plants, related materials, and landscaped areas at the specified frequency.

2. MATERIALS

Comply with the following, unless otherwise shown on the plans.

- ANSI Z60.1, "American Standard for Nursery Stock"
- American Joint Committee on Horticultural Nomenclature, *Standardized Plant Names*
- Additional requirements for plants and related materials as shown on the plans.

Use materials in conformance with the following unless otherwise shown on the plans.

2.1. **Plants**. Provide nursery-grown plants unless otherwise shown on the plans. Provide vigorous, healthy, well-rooted plants with well-formed crowns, true to sizes, and of typical shape and characteristics of the species. Provide plants with nametags attached showing the genus, species, and specified variety.

2.1.1. **Rejection of Plants**. Plants with any of the following characteristics are subject to rejection:

- disease or insect infestation, including eggs and larvae;
- dried or damaged root system or crown;
- excessive abrasion of the bark;
- prematurely opened or damaged buds;
- disfiguring knots;
- evidence of heat, freeze, or wind burn, mold, sun scald, or similar conditions;
- damaged, pruned, crooked, or multiple leaders, unless multiple leaders are specified or are normal for the species;
- cut limbs more than 3/4 in. in diameter that have not completely callused;
- dry, soggy, loose, cracked, broken, misshapen, or undersized root balls;
- processed balled roots (bench-balled);
- root balls encased in impervious material;
- overgrown or root-bound plants;
- undersized or unsound containers;
- stock not well established in containers;
- containers with less than 3/4 planting medium depth;
- abnormal balance between height and spread for the species;
- missing or broken serialized locking tags, when specified;
- any condition that is not as shown on the plans or not in conformance with nursery stock standards; or
- conditions that would prevent thriving growth or cause an unacceptable appearance.

2.2. **Backfill and Plant Soil Mix**. Use soil excavated from the plant pits or beds, or provide a loose, friable soil mix as shown on the plans. Provide a soil mix free of reproductive parts of weeds and grasses, harmful substances, and detrimental amounts of foreign matter.

2.3. **Compost**. Use compost in accordance with Section 161.2.3., "General Use Compost (GUC)."

2.4. **Mulch**. Provide loose, organic mulch derived from plants unless other types are shown on the plans. Use mulch free of excessive amounts of leaves, sticks, harmful substances, and detrimental amounts of soil or other foreign matter.

2.5. **Loose Aggregate for Ground Cover.** Furnish loose aggregate using a blend of 1–3-in. local river rock or as shown on the plans.

2.6. **Water**. Use water in accordance with Article 168.2., "Materials."

2.7. **Fertilizer**. Use fertilizer in accordance with Article 166.2., "Materials."

2.8. **Other Materials**. Provide additional incidental materials associated with landscape planting that meet the requirements shown on the plans.

3. CONSTRUCTION

Prevent damage to vegetation, slopes, utilities, structures, and other amenities. Repair any damage within the right of way caused by the Contractor at no additional expense to the Department. Provide and document a licensed pesticide applicator for the treatment of insects, diseases, animals, and vegetation in conformance with the Texas Department of Agriculture (TDA) in the appropriate use category.

3.1. **Plant Inspection Before Delivery**. Plants are subject to inspection at the nursery or location of collection. Provide and use serialized locking tags on plants selected by the Engineer as directed.

3.2. **Plant Delivery**. Notify the Engineer at least 48 hr. before delivering plants to the worksite. Coordinate with the Engineer for inspection and approval of materials upon delivery. Remove rejected plants from the worksite and replace as directed.

3.3. **Mark Plant Locations and Bed Outlines**. Provide and install coded markings, such as wooden stakes, to mark the locations, type of plants, and outline of planting beds. Obtain approval of the plant and bed locations before excavation begins.

3.4. **Transplant Plant Material**. Transplant material using approved mechanical tree spade, or hand dig, as directed. Size rootballs for hand dug material to a diameter of 12 in. per every inch of plant trunk caliper or as directed.

3.5. **Plant Pit Excavation**. Excavate pits for transplant, container, balled and burlapped (B&B), and fabric bag grown stock to the depth shown on the plans or at least the depth of the root ball. Excavate pits for bare root plants equal to the depth of the root system. Excavate pits on slopes using measurements shown on the plans or at least the depth of the root ball based on the uphill side of the pit. Excavate the receiving pits for mechanically transplanted plants with the same type and size of equipment used to dig the plants.

Provide a minimum horizontal dimension of 12 in. between the root ball and pit walls for the following, unless otherwise shown on the plans:

- 15-gal. or larger pots,
- 14-in. or larger boxes, and
- larger than 14-in. root balls of B&B and fabric bag grown plants.

Provide a minimum horizontal dimension of two times the root ball diameter across the pit for the following, unless otherwise shown on the plans:

- less than 15-gal. pots, and
- 14-in. or smaller root balls of B&B and fabric bag grown plants.

Provide a minimum pit diameter for bare root plants that permits the roots to spread without crowding or curving around the walls of the pit.

3.6. **Plant Installation**. Install plants within 24 hr. of excavating plant pits. Install transplant within 1 hr. of transplant excavation. Scarify the walls of pits as plant installation begins. Center all plants in a pit, except those mechanically collected, backfill in lifts, each lift 1/3 of the depth of the root ball, and fill the pit with water after each lift to remove air pockets. Prune protruding roots, from the root ball, for mechanically collected plants, to a point even with the cutting blades. Place the plant in the pit and work sand between the pit walls and the root ball with water until the sand fills all the cavities.

Apply fertilizer as shown on the plans. Ensure that the top of the root ball remains at the grade shown on the plans after final settlement.

3.7. **Plant Basin Construction**. Construct a basin at least 8 in. deep with an inside diameter equal to the pit diameter and with a level top around the plant unless otherwise shown on the plans. Use excavated soil from the plant pits or beds, backfill material, or other approved material for the basin. Spread excess excavated materials over the right of way as directed or remove and dispose of material in conformance with local, state, and federal requirements at locations outside the right of way.

Perform a percolation test as shown on the plans.

3.8. **Watering**. Coordinate the planting work to ensure that an irrigation system, when specified, operates properly to meet the watering requirements. Apply water to plants or planting areas at the rate and frequency specified for an irrigation system or for the application method shown on the plans. Keep the ground and backfill moist at least 12 in. around the entire root ball if a watering rate and frequency are not specified.

3.9. **Using Antitranspirants**. Apply antitranspirants, when shown on the plans, in conformance with the manufacturer's instructions.

3.10. **Pruning**. Accomplish pruning in accordance with ANSI A300 (Part 1) pruning standards. Retain the natural shape of plants according to the species. Limit pruning to removal of dead and broken branches, and an additional amount as specified or directed to improve the appearance and health of plants.

Prune B&B and collected plants to reduce the original crown by approximately 20% by removing interior branches, entangled limbs, and small branches, unless otherwise shown on the plans. Prune to develop the central leader or leaders. Remove and dispose of pruning debris.

Trim, prune, or remove existing tree limbs and brush as shown on the plans and to allow performance of the work in this Item.

Treat exposed cuts in accordance with Item 752, "Tree and Brush Removal."

3.11. **Plant Support**. Install plant supports such as staking, guying, and bracing as shown on the plans. Support and keep plants in a vertical position. Use metal stakes and posts. Use protection guards to avoid damage to the plant.

3.12. **Tree Trunk Protection**. Install tree trunk protection guards when shown on the plans and in conformance with the manufacturer's instructions.

3.13. **Landscape Edge Installation**. Install landscape edging when shown on the plans and in conformance with the manufacturer's instructions.

3.14. **Plant Bed Preparation**. Prepare the bed and install the planting soil mix, soil amendments, vegetation barrier, and other materials as shown on the plans. Amend soil to a depth of 4 in. or as shown on the plans. Blend in 25% GUC measured by volume or as shown on the plans.

3.15. **Mulching**. Mulch plant basins and beds to a depth of 3 in. unless otherwise shown on the plans.

3.16. **Loose Aggregate for Ground Cover**. Install loose aggregate for ground cover to a depth of 4 in. or as shown on the plans. Install a commercial grade vegetation barrier fabric under the aggregate in conformance with manufacturer's instructions. The fabric must be tear- and ultraviolet-resistant.

3.17. **Maintenance**. Begin maintenance of each plant in accordance with this Item when the installation is completed and approved. Perform maintenance until final acceptance of the project, or for at least 90 days should the final acceptance occur less than 90 days after the plant installation is completed and approved, by following the work schedule and frequencies shown on the plans. Perform the minimum requirements in accordance with the following Sections if a work schedule and frequency are not shown on the plans.

3.17.1. **Watering**. Water in accordance with Section 192.3.8., "Watering."

3.17.2. **Mowing, Trimming, and Edging**. Mow, trim, and edge the designated locations. Remove and dispose of litter within the designated areas before mowing, trimming, and edging. Mow, trim, and edge every 15 days during the growing season or as directed, mowing at a 3-in.–4-in. height. Keep cord trimmers at least 1 ft. from plants to prevent damage to the plants. Plants damaged during the maintenance work are subject to rejection and replacement in accordance with Section 192.3.17.9., "Plant Replacement."

3.17.3. **Plant Basin, Bed, and Worksite Maintenance**. Chemically control weeds and unwanted grasses in plant basins, in beds, along and in structures, and around existing plants every 15 days, unless otherwise directed. Reshape plant basins and beds every 30 days as shown on the plans. Maintain mulch in accordance with Section 192.3.15., "Mulching." Ensure that herbicides do not contact desirable plants. Follow the manufacturer's instructions for handling and applying herbicides.

3.17.4. **Plant Supports**. Replace, repair, and adjust supports as shown on the plans and in accordance with Section 192.3.11., "Plant Support." Adjust staking and guying to prevent girdling of plant trunks. Remove or dispose of support material.

3.17.5. **Pruning**. Prune as shown on the plans and in accordance with Section 192.3.10., "Pruning."

3.17.6. **Insect, Disease, and Animal Inspection and Pesticide Treatment**. Inspect plants and planted areas at least every 15 days. Notify the Engineer of concerns and problems and recommend corrective measures in writing for approval. Treat the plants and planted areas in conformance with TDA or Texas Structural Pest Control Board laws and regulations. Follow the manufacturer's instructions for handling and applying pesticides.

3.17.7. **Litter Removal.** Remove litter and debris within the worksite at least every 15 days or as shown on the plans. Dispose of litter from the right of way in accordance with Item 734, "Litter Removal."

3.17.8. **Tree Trunk Protection**. Remove and dispose of tree trunk wrapping material and protection guards as directed.

3.17.9. **Plant Replacement**. Remove and dispose of dead and damaged plants from the worksite as directed. Replace plants as originally specified within 10 days of notification. Plant replacement must be completed and approved before payment is approved when notification is made between the starting date and day 30 of the maintenance work, in accordance with Section 192.5.2., "30-Day Payment." Plant replacement must be completed and approved before payment is approved when notification is made between days 31 and 60 of the maintenance work, in accordance with Section 192.5.3., "60-Day Payment." Plant replacement must be completed and approved before payment is approved when notification is made between days 61 and either the date of project final acceptance or day 90 of the maintenance work, whichever occurs later, in accordance with Section 192.5.4., "Final Payment."

4. MEASUREMENT

This Item will be measured by each plant. When mulch is specified as a separate pay item, it will be measured by the cubic yard or the square yard. When plant soil mix is specified as a separate pay item, it will be measured by the cubic yard. When landscape edge is specified as a separate pay item, it will be measured by the foot. When soil amendment is specified as a separate pay item, it will be measured by the square yard. When loose aggregate for ground cover is specified as a separate pay item, it will be measured by the cubic yard or square yard. When plant bed preparation is specified as a separate pay item, it will be measured by the square yard. When vegetation barrier is specified as a separate pay item, it will be measured by the square yard.

When mulch, plant bed preparation, loose aggregate, soil amendment, and vegetation barrier are specified as separate pay items and measured by the square yard, they are plans quantity measurement Items. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Plant Material" of the size or "Plant Material" of the size and type specified. This price is full compensation for furnishing the plant, compost, fertilizer, mulch, plant soil mix, landscape edge, soil amendment, loose aggregate for ground cover, plant bed preparation, vegetation barrier, and maintenance.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Transplant Plant Material" or "Transplant Plant Material" of the type specified. This price is full compensation to transplant the plant, compost, fertilizer, mulch, plant soil mix, landscape edge, soil amendment, loose aggregate for ground cover, plant bed preparation, and vegetation barrier. Transplant plant materials are not subject to Section 192.3.17., "Maintenance," unless shown on the plans.

When mulch, plant soil mix, landscape edge, soil amendment, loose aggregate for ground cover, plant bed preparation, and vegetation barrier are specified as separate on the plans to be pay items, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Mulch" or "Mulch" of the type specified, "Plant Soil Mix" or "Plant Soil Mix" of the type specified, "Landscape Edge" or "Landscape Edge" of the type specified, "Soil Amendment" or "Soil Amendment" of the type specified, "Loose Aggregate for Ground Cover" of the type specified, "Plant Bed Preparation" or "Plant Bed Preparation" of the type specified, and "Vegetation Barrier" or "Vegetation Barrier" of the type specified. The price is full compensation for materials, equipment, labor, tools, and incidentals.

Payment for "Plant Material" will be addressed in the following manner.

5.1. **Initial Payment**. When the planting and installation of related materials are completed and approved, 70% of the unit price bid for each related plant will be paid.

5.2. **30-Day Payment**. When the first 30 days of the plant maintenance (in accordance with Section 192.3.17., "Maintenance") are completed and approved, an additional 10% of the unit price bid for each related plant will be paid, but if the maintenance is not completed and approved, this portion of the payment will be forfeited.

5.3. **60-Day Payment**. When the second 30 days of the plant maintenance are completed and approved, an additional 10% of the unit price bid for each related plant will be paid, but if the maintenance is not completed and approved, this portion of the payment will be forfeited.

5.4. **Final Payment**. After the final inspection and acceptance of the project or the completion of the 90-day maintenance, whichever occurs later, an additional 10% of the unit price bid for all plants will be paid, but if the maintenance is not completed and approved, this portion of the payment will be forfeited.

Item 193
Landscape Establishment

1. DESCRIPTION

Establish landscape plantings and maintain landscaped areas at designated locations. If used with Item 192, "Landscape Planting," begin this Item after the final payment is approved in accordance with Section 192.5.4., "Final Payment."

2. MATERIALS

Use materials in accordance with the following unless otherwise shown on the plans:

- **Fertilizer**. Use fertilizer in accordance with Article 166.2., "Materials";
- **Mulch**. Use mulch in accordance with Article 192.2., "Materials";
- **Water**. Use water in accordance with Article 168.2., "Materials";
- **Herbicide**. Use herbicide in accordance with Article 731.2., "Materials";
- replacement plants as originally installed;
- pesticides conforming to the requirements of Section 193.3.1., "Plant Maintenance;"
- plant supports of the same type as originally installed;
- irrigation system replacement parts of the same type and manufacturer as originally installed; and
- other materials associated with landscape planting that meet the requirements shown on the plans.

3. WORK METHODS

Inspect the site at least every 2 weeks and perform the required maintenance when "Plant Maintenance" or "Irrigation System Operation and Maintenance" are measured by the month. Perform the following maintenance activities and conform to requirements shown on the plans.

3.1. **Plant Maintenance**. Maintain vegetation within the site in a healthy and vigorous growing condition. Apply pesticides, when required, under the supervision of a person possessing a license in the appropriate use category issued by the Texas Department of Agriculture. Provide documentation of this license and obtain approval of the pesticides before applications. Ensure pesticide applications conform to label directions and all pertinent laws and regulations.

3.1.1. **Pruning**. Prune as shown on the plans and in accordance with Section 192.3.10., "Pruning." Remove sucker-growth on trunks of trees.

3.1.2. **Insect, Disease, and Animal Control**. Notify the Engineer in writing of problems with insects, diseases, or animals as such problems arise. Treat the plants or planted areas as directed.

3.1.3. **Fertilization**. Apply fertilizer uniformly to all plants designated to receive fertilizer.

3.1.4. **Mulching, Plant Basin, and Plant Bed Maintenance**. Physically remove or apply herbicide to weeds and grasses within plant basins and plant beds before placing additional mulch. Apply and maintain mulch at a depth of 2 in. Maintain plant basins, loose aggregate areas, and plant beds free of weeds and grasses, except those that have been treated with herbicides may remain in place until removal is directed. Reshape plant basins and plant beds as necessary to conform to plan details.

3.1.5. **Mowing, Trimming, and Edging**. Remove and dispose of litter within the designated areas before mowing. Mow and trim grassed areas at the designated height and frequency. Edge where required. Do not use nylon

cord trimmers inside plant basins or inside beds containing plant material. Trim vegetation and remove debris from curbs, sidewalks, and other hardscape features.

3.1.6. **Plant Supports**. Replace, repair, and adjust supports to meet the requirements of the plans and in accordance with Section 192.3.11., "Plant Support." Adjust staking and guying to prevent girdling of plant trunks. Remove or dispose of support material.

3.1.7. **Tree Truck Protection**. Maintain tree trunk protection guards. Replace damaged guards.

3.2. **Plant Replacement**. Remove plants selected by the Engineer and replace with plants of the original species, size, and characteristics or with approved substitutes, if required on the plans. Replace plants that have been damaged or killed due to the actions or negligence of the Contractor at no additional cost to the Department. Replace plants within the next scheduled work period following notification to begin replacement unless otherwise directed. Backfill in conformance with the plans or as directed.

3.3. **Watering**. Apply water at the designated rate and frequency to plants or planting areas not serviced by an existing irrigation system. Apply water as directed, adjusting rate and frequency to provide adequate moisture to plant material.

3.4. **Litter Removal.** Remove litter and debris within the worksite at least every 15 days or as shown on the plans. Dispose of litter from the right of way in accordance with Item 734, "Litter Removal."

3.5. **Landscape Treatments**. Perform landscape treatments using methods and materials described in the plans.

3.6. **Irrigation System Operation and Maintenance**. Repair and maintain the system under the supervision of a person possessing an irrigator's license issued by TCEQ and provide documentation of this license. Verify and adhere to all local, state, and federal regulations. Coordinate and obtain required backflow preventer testing at no cost to the Department. Operate the system using water provided by the Department unless otherwise shown on the plans. Ensure that all zones are functioning properly and providing adequate moisture to plant material using an approved watering schedule. Winterize the system, when required, to prevent freeze damage in locations where temperatures fall below 32°F. Provide plant irrigation by an approved alternate method at no cost to the Department if the system fails due to the Contractor's actions or neglect.

4. MEASUREMENT

"Landscape Establishment" will be measured by the month or by the cycle. "Plant Replacement" will be measured by each plant. "Vegetative Watering" will be measured by the 1,000 gal. (TGL) of water as applied. "Landscape Treatments" will be measured by each treatment or by the cycle. "Irrigation System Operation and Maintenance" will be measured by the month.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Landscape Establishment," "Plant Replacement" of the size specified, "Plant Replacement" of the size and type specified, "Plant Replacement" of the group specified, "Vegetative Watering," "Landscape Treatment" or "Landscape Treatment" of the type specified, and "Irrigation System Operation and Maintenance." This price is full compensation for furnishing and operating equipment and for litter removal, mowing, trimming, edging, pruning, fertilizer, herbicide, pesticides, tree trunk protection, plant supports, labor, materials, tools, and incidentals. Plant replacement needed due to Contractor negligence will be at no additional cost to the Department.

Costs for utility-owned water line consumption charges will be paid for by the Department. The Department will reimburse the Contractor the amount billed by the utility, and an additional 5% of the invoice cost will be paid for labor, equipment, administrative costs, superintendence, and profit.

Item 194
Roadside Amenity

1. DESCRIPTION

Install the amenity as shown on the plans or as directed.

2. MATERIALS

Furnish materials in conformance with the plans.

3. CONSTRUCTION

Use construction methods in conformance with the plans.

4. MEASUREMENT

This Item will be measured by the each.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Roadside Amenity" or "Roadside Amenity" of the type specified. This price is full compensation for furnishing all materials, equipment, labor, and incidentals.

Item 204
Sprinkling

1. DESCRIPTION

Apply water for dust control, earthwork, or base construction.

2. MATERIALS

Furnish water free of industrial wastes and other objectionable matter.

3. EQUIPMENT

Use sprinklers and spray bars equipped with positive and rapidly working cut-off valves.

4. CONSTRUCTION

Apply water at a uniform rate and in the required quantity, or as directed.

5. MEASUREMENT

This Item will be measured by the 1,000 gal. (TGL) of water as applied.

6. PAYMENT

Unless sprinkling is specified as a pay item, the work performed and materials furnished in accordance with this Item will not be measured or paid for directly, but will be subsidiary to pertinent Items.

When sprinkling is specified on the plans as a pay item, the work performed and water furnished will be paid for at the unit price bid for “Sprinkling (Base),” “Sprinkling (Earthwork),” or “Sprinkling (Dust Control).” This price is full compensation for furnishing and applying water; furnishing and operating sprinklers and measuring devices; and hauling, equipment, labor, fuel, materials, tools, and incidentals.

Item 210
Rolling

1. DESCRIPTION

Compact embankment, subgrade, base, surface treatments, broken concrete pavement, or asphalt pavement using rollers. Break up asphalt mats, pit run material, or base materials.

2. EQUIPMENT

Use any type of roller to meet the production rates and quality requirements of the Contract unless otherwise shown on the plans or directed. Use equipment that meets the requirements of this Item when specific types of equipment are required. The Engineer may allow the use of rollers that operate in one direction only when turning does not affect the quality of work or encroach on traffic.

Table 1
Roller Requirements[1]

Roller Type	Materials to be Compacted	Load (ton)	Contact Pressure	Roller Speed (mph)
Steel wheel	Embankment, subgrade, base, asphalt concrete	≥10	≥325 lb. per inch of wheel width	2–3
Tamping	Embankment, subgrade	–	125–550 psi per tamping foot	2–3
Heavy tamping	Embankment, subgrade	–	≥550 psi per tamping foot	2–3
Vibratory	Embankment, subgrade, base, asphalt concrete	Type A < 6 Type B > 6 Type C as shown on the plans	Per equipment specification and as approved	As approved
Light pneumatic	Embankment, subgrade, surface treatment	4.5–9.0	≥45 psi	2–6
	Asphalt concrete			4–12
Medium pneumatic	Embankment, subgrade, base, surface treatment	12–25	≥80 psi, as directed	2–6
	Asphalt concrete			4–12
Heavy pneumatic	Embankment, subgrade, base, previously broken concrete pavement, other pavements	≥25	≤150 psi	2–6
Grid	Embankment, breaking up existing asphalt mats or base	5–13	–	2–3

1. Unless otherwise specified in the Contract.

2.1. **Static Steel Wheel Rollers**. Furnish single, double, or triple steel wheel, self-propelled power rollers weighing at least 10 ton capable of operating in a forward and backward motion. Ensure all wheels are flat. The Contractor may use vibratory rollers in the static mode when static steel wheel rollers are required.

For single steel wheel rollers, pneumatic rear wheels are allowed for embankment, subgrade, and base. Provide rear wheels for triple steel wheel rollers with a minimum diameter of 48 in., a minimum width of 20 in., and a minimum compression of 325 lb. per inch of wheel width.

2.2. **Tamping Rollers**. Furnish self-propelled rollers with at least one self-cleaning metal tamping drum capable of operating in a forward or backward motion with a minimum effective rolling width of 5 ft. Mount drums in a frame so that each drum moves independently of the other for rollers with more than one drum. Operate rollers in static or vibratory mode.

2.2.1. **Tamping Roller (Minimum Requirement)**. Provide tamping feet that exert a static load of 125–550 psi and project at least 3 in. from the surface of the drum for all tamping rollers except for heavy tamping rollers.

2.2.2. **Heavy Tamping Roller**. Provide tamping rollers that have:

- two metal tamping drums, rolls, or shells, each with a 60-in. minimum diameter and a 5-ft. minimum width; or
- one rear and two forward drums, each with a 60-in. minimum diameter. Arrange drums so that the rear drum compacts the space between the two forward drums and the minimum overall rolling width is 10 ft.

Equip drums with tamping feet that:

- project at least 7 in. from the drum surface,
- have an area of 7–21 sq. in.,
- are self-cleaning,
- exert a static load of at least 550 psi, and
- are spaced at 1 tamping foot per 0.65–0.70 sq. ft. of drum area.

2.3. **Vibratory Rollers**. Furnish self-propelled rollers with at least one drum equipped to vibrate. Select and maintain amplitude and frequency settings per manufacturer's specifications to deliver maximum compaction without material displacement or shoving, as approved. Furnish the equipment manufacturer's specifications concerning settings and controls for amplitude and frequency. Operate rollers at speeds that will produce at least 10 blows per foot unless otherwise shown on the plans or approved. Pneumatic rear wheels are allowed for embankment, subgrade, and base. Equip each vibrating drum with:

- separate frequency and amplitude controls,
- controls to manually start and stop vibration, and
- a mechanism to continuously clean the face of the drum.

For asphalt-stabilized base and asphalt concrete pavement, furnish a roller that also can:

- automatically reverse the direction of the rotating eccentric weight,
- stop vibration before the motion of the roller stops, and
- thoroughly moisten the drum with water or approved asphalt release agent.

2.3.1. **Drum (Type A)**. Furnish a roller with a static weight less than 6 ton and a vibratory drum.

2.3.2. **Drum (Type B)**. Furnish a roller with a minimum static weight of 6 ton and a vibratory drum.

2.3.3. **Drum (Type C)**. Furnish a roller as shown on the plans.

2.4. **Pneumatic Tire Rollers**. Pneumatic tire rollers consist of rubber tire wheels on axles mounted in a frame with either a loading platform or body suitable for ballast loading. Arrange the rear tires to cover the gaps between adjacent tires of the forward group. Furnish rollers capable of forward and backward motion. Compact asphalt pavements and surface treatments using a roller equipped with smooth-tread tires. Compact without damaging the surface. Moisten the wheels with water or an approved asphalt release agent when necessary.

Select and maintain the operating load and tire air pressure within the range of the manufacturer's charts or tabulations to attain maximum compaction throughout the lift, as approved. Furnish the manufacturer's chart or tabulations showing the contact areas and contact pressures for the full range of tire inflation pressures and for the full range of loadings for the tires furnished. Maintain individual tire inflation pressures within 5 psi of each other. Provide uniform compression under all tires.

2.4.1. **Light Pneumatic Tire**. Furnish a unit:

- with at least nine pneumatic tires,
- with an effective rolling width of approximately 5 ft.,
- capable of providing a total uniform load of 4.5–9 ton, and
- with tires capable of maintaining a minimum ground contact pressure of 45 psi.

2.4.2. **Medium Pneumatic Tire**. Furnish a unit:

- with at least seven pneumatic tires,
- with an effective rolling width of approximately 7 ft.,
- capable of providing a total uniform load of 12–25 ton, and
- with tires capable of maintaining a minimum ground contact pressure of 80 psi or 90 psi as directed.

2.4.3. **Heavy Pneumatic Tire**. Furnish a unit:

- with at least four pneumatic-tired wheels mounted on axles carrying no more than two wheels,
- with wheels arranged to carry approximately equal loads on uneven surfaces,
- with a width between 8 and 10 ft. that can turn 180° in the crown width,
- capable of providing a total uniform load of at least 25 ton,
- with tires capable of maintaining a maximum ground contact pressure of 150 psi, and
- with liquid-filled tires inflated to such a level that liquid will flow from the valve stem when the stem is in the uppermost position.

2.5. **Grid Rollers**. Furnish rollers that have two cylindrical cages with a minimum diameter of 66 in. and a minimum width of 32 in. Mount cages in a rigid frame with weight boxes. Use a cage surface of cast or welded steel fabric grid with bars 1-1/2 in. wide, spaced on 5-in. centers in each direction, that undulate approximately 1 in. between the high and low points.

Furnish rollers capable of providing a total load of 5–13 ton and capable of being operated in a forward or backward motion.

2.6. **Alternate Equipment**. The Contractor may use alternate compaction equipment that produces results equivalent to the specified equipment as approved. Discontinue the use of the alternate equipment and furnish the specified equipment if the desired results are not achieved.

3. CONSTRUCTION

Perform this work in conformance with the applicable Items using equipment and roller speeds shown in Table 1. Use only rubber-tired equipment to push or pull compaction equipment on base courses. Use equipment that does not damage material being rolled.

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Item 216
Proof Rolling

1. DESCRIPTION

Proof-roll earthwork, base, or both to locate unstable areas.

2. EQUIPMENT

2.1. **Specified Equipment**. Furnish rollers that weigh at least 25 ton when loaded. The maximum acceptable load is 50 ton. Provide rollers that meet the requirements of Section 210.2.4., "Pneumatic Tire Rollers."

2.2. **Alternative Equipment**. The Contractor may use alternate compaction equipment that produces results equivalent to the specified equipment in the same period of time as approved. Discontinue the use of the alternative equipment and furnish the specified equipment if the desired results are not achieved.

3. CONSTRUCTION

Perform proof rolling as directed. Adjust the load and tire inflation pressures within the range of the manufacturer's charts or tabulations, as directed. Make at least two coverages with the proof roller. Offset each trip of the roller by at most one tire width. Operate rollers at a speed between 2 and 6 mph, as directed. Correct unstable or nonuniform areas, if found, in conformance with the applicable Item.

4. MEASUREMENT

Rolling will be measured by the hour operated on surfaces being tested.

5. PAYMENT

The work performed and equipment furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Proof Rolling." This price is full compensation for furnishing and operating equipment and for labor, materials, tools, and incidentals.

Item 247
Flexible Base

1. DESCRIPTION

Construct a foundation course composed of flexible base.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

2.1. **Aggregate**. Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1–2	Grade 3	Grade 4[2]	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E				
2-1/2"		0	0	As shown on the plans	0
1-3/4"		0–10	0–10		0–5
7/8"		10–35	–		10–35
3/8"		30–65	–		35–65
#4		45–75	45–75		45–75
#40		65–90	50–85		70–90
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max[1]	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min[1]		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	Tex-116-E	40	–	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	–	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	–		–
lateral pressure 3 psi		–	–		90
lateral pressure 15 psi		175	–		175

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

2.1.1. **Material Tolerances**. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2.1.2. **Material Types**. Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:

2.1.2.1. **Type A**. Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

2.1.2.2. **Type B**. Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

2.1.2.3. **Type C**. Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

2.1.2.4. **Type D**. Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

2.1.2.5. **Type E**. Caliche, iron ore or as otherwise shown on the plans.

2.1.3. **Recycled Material**. Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

2.1.3.1. **Limits on Percentage**. Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements**.

2.1.3.2.1. **Contractor-Furnished Recycled Materials**. Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

2.1.3.2.2. **Department-Furnished Required Recycled Materials**. When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

- Department-required recycled material will not be subject to the requirements in Table 1,
- Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
- the final product, blended, will be subject to the requirements in Table 1, and
- for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials**. When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources**. Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water**. Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources**. Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, “Rolling.” Provide proof rollers in accordance with Item 216, “Proof Rolling,” when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor’s estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base**. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, “Removing Treated and Untreated Base and Asphalt Pavement,” when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

4.2. **Placing**. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

4.3. **Compaction**. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

4.3.1. **Ordinary Compaction**. Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

4.3.2. **Density Control**. Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within ±2 percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

4.4. **Finishing**. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing**. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality**. This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place)**. The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery)**. The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery)**. The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

5.1. **Cubic Yard in Vehicle**. By the cubic yard in vehicles of uniform capacity at the point of delivery.

5.2. **Cubic Yard in Stockpile**. By the cubic yard in the final stockpile position by the method of average end areas.

5.3. **Cubic Yard in Final Position**. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

5.4. **Square Yard**. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

5.5. **Ton**. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

6.1. **Flexible Base (Complete In Place)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.2. **Flexible Base (Roadway Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.3. **Flexible Base (Stockpile Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Item 275
Cement Treatment (Road-Mixed)

1. DESCRIPTION

Mix and compact cement, water, and subgrade or base (with or without asphalt concrete pavement) in the roadway.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer will verify that the specification requirements are met before the sources can be used. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.

2.1. **Cement**. Furnish hydraulic cement that meets the requirements of DMS-4600, "Hydraulic Cement," and the Department's *Hydraulic Cement Quality Monitoring Program* (HCQMP). Sources not on the HCQMP will require testing and approval before use.

2.2. **Subgrade**. The Engineer will determine the sulfate content in accordance with Tex-145-E and organic content in accordance with Tex-148-E before cement treatment begins. Suspend operations when material to be treated has a sulfate content greater than 7,000 ppm or an organic content greater than 1.0% and proceed as directed.

2.3. **Flexible Base**. Unless otherwise shown on the plans, furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of cement.

2.4. **Water**. Furnish water free of industrial waste and other objectionable material.

2.5. **Asphalt**. When permitted for curing purposes, furnish asphalt or emulsion that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or directed.

2.6. **Mix Design**. The Engineer will determine the target cement content and optimum moisture content to produce a stabilized mixture that meets the strength requirements shown on the plans. The mix will be designed in accordance with Tex-120-E or will be based on prior experience with the project materials. The Contractor may propose a mix design developed in accordance with Tex-120-E. Meet strength requirements when shown on the plans. The Engineer will use Tex-120-E to verify the Contractor's proposed mix design before acceptance. Reimburse the Department for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. Limit the amount of recycled asphalt pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.1. **Cement Storage Facility**. Store cement in closed, weatherproof containers.

3.2. **Cement Slurry Equipment**. Use slurry tanks equipped with agitation devices to slurry cement on the project or other approved location. The Engineer may approve other slurrying methods. Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with an approved sampling device.

3.3. **Dry Cement Distribution Equipment**. Provide equipment to spread cement evenly across the area to be treated. Provide equipment with a rotary vane feeder when shown on the plans.

3.4. **Pulverization Equipment**. Provide pulverization equipment that:

- cuts and pulverizes material uniformly to the proper depth with cutters that will plane to a uniform surface over the entire width of the cut,
- provides a visible indication of the depth of cut at all times, and
- uniformly mixes the materials.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

4.1. **Preparation of Subgrade or Existing Base for Treatment**. Before treating, remove existing asphalt concrete pavement in accordance with pertinent Items and the plans or as directed. Shape existing material in accordance with applicable bid items to conform to the typical sections shown on the plans and as directed.

When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, “Proof Rolling,” before pulverizing or scarifying existing material. Correct soft spots as directed.

Provide the borrow source location well in advance when material is imported, to allow time for testing and approval to avoid delay to the project. Stockpile as directed. The Engineer will test the borrow source and determine the sulfate and organic contents. When the borrow source has a sulfate content greater than 3,000 ppm or an organic content greater than 1.0%, proceed as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new material in the required amount per station. Manipulate and thoroughly mix new base with existing material to provide a uniform mixture to the specified depth before shaping.

4.2. **Pulverization**. Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2 in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.

4.3. **Application of Cement**. Uniformly apply cement using dry placement unless otherwise shown on the plans. Add cement at the percentage determined in Section 275.2.6., “Mix Design.” Apply cement only on an area where mixing, compacting, and finishing can be completed during the same working day.

Start cement application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when the Engineer determines that weather conditions are unsuitable.

4.3.1. **Dry Placement**. Before applying cement, bring the prepared roadway to approximately optimum moisture content. When necessary, sprinkle in accordance with Item 204, “Sprinkling.” Distribute the required quantity of dry cement with approved equipment. Minimize dust and scattering of cement by wind. Do not apply

cement when wind conditions, in the opinion of the Engineer, cause blowing cement to become dangerous to traffic or objectionable to adjacent property owners.

4.3.2. **Slurry Placement**. Mix the required quantity of cement with water, as approved. Provide slurry free of objectionable materials and with a uniform consistency that can be easily applied. Agitate the slurry continuously. Apply slurry within 2 hours of adding water and when the roadway is at a moisture content drier than optimum. Distribute slurry uniformly by making successive passes over a measured section of the roadway until the specified cement content is reached.

4.4. **Mixing**. Thoroughly mix the material and cement using approved equipment. Mix until a homogeneous mixture is obtained. Sprinkle the treated materials during the mixing operation, as directed, to maintain optimum mixing moisture. Spread and shape the completed mixture in a uniform layer.

After mixing, the Engineer may sample the mixture at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 1. When strength requirements are shown on the plans, the Engineer may sample the mixture to verify strength in accordance with Tex-120-E and adjust cement content to achieve the target strength for work going forward.

Table 1
Gradation Requirements Minimum % Passing

Sieve Size	Base	Subgrade
1-3/4"	100	100
3/4"	85	85
#4	–	60

4.5. **Compaction**. Compact the mixture in one lift using density control unless otherwise shown on the plans. Complete compaction within 2 hours after the application of water to the mixture of material and cement.

Sprinkle the treated material in accordance with Item 204, “Sprinkling,” or aerate the treated material to adjust the moisture content during compaction so that it is within 2.0 percentage points of optimum as determined by Tex-120-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Adjust operations as required.

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph, as directed.

Before final acceptance, the Engineer will select the locations of tests in each unit and measure the treated depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness or more than 1/2% in target cement content by adding cement as required, reshaping, re-compacting, and refinishing at the Contractor’s expense.

Remove or rework areas that lose required stability, compaction, or finish, as directed. When a section is reworked more than 4 hr. after completion of compaction, add additional cement as directed. Provide additional work and material at no additional cost to the Department.

4.5.1. **Ordinary Compaction**. Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.

4.5.2. **Density Control**. Achieve at least 95% of the maximum density determined in accordance with Tex-120-E when compaction is complete. The Engineer will determine roadway density and moisture content in accordance with Tex-115-E. The Engineer may verify strength in accordance with Tex-120-E and adjust

cement content to achieve the target strength for work going forward. Remove material that does not meet density requirements or rework by adding the target cement content, reshaping, recompacting, and refinishing at the Contractor's expense.

The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

4.6. **Finishing**. Immediately after completing compaction, clip, skin, or tight-blade the surface of the cement treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Roll the clipped surface immediately with a pneumatic-tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines and grades shown on the plans or as directed.

Finish grade of constructed subgrade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.

Correct grade deviations of constructed base greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Remove excess material, reshape, and roll with a pneumatic-tire roller. Correct as directed if material is more than 1/4 in. low. Do not surface patch.

4.7. **Microcracking**. When shown on the plans, maintain moisture content of the finished cement treated base for a period of 24 to 48 hr. During this time, but not sooner than 24 hr., roll the finished course with a vibratory roller to induce microcracking. The vibratory roller must be in accordance with Item 210, "Rolling," with a static weight equal to or more than 12 tons and the vibratory drum must be not less than 20 in. wide. The roller must travel at a speed of 2 mph, vibrating at maximum amplitude, and make 2 to 4 passes with 100% coverage exclusive of the outside 1 ft. of the surface crown, unless otherwise directed by the Engineer. Additional passes may be required to achieve the desired crack pattern as directed. Notify the Engineer 24 hours before the microcracking begins.

4.8. **Curing**. Cure for at least 3 days by sprinkling in accordance with Item 204, "Sprinkling," or by applying an asphalt material at the rate of 0.05 to 0.20 gal. per square yard, as shown on the plans or directed. When a section is microcracked, cure section for an additional 2 days after microcracking. Maintain the moisture content during curing at no lower than 2 percentage points below optimum. Continue curing until placing another course.

5. MEASUREMENT

5.1. **Cement**. Cement will be measured by the ton (dry weight). When cement is furnished in trucks, the weight of cement will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

When cement is furnished in bags, indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight.

Cement slurry will be measured by the ton (dry weight) of the cement used to prepare the slurry at the jobsite or from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.

5.2. **Cement Treatment**. Cement treatment will be measured by the square yard of surface area. The dimensions for determining the surface areas are established by the widths shown on the plans and lengths measured at placement.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 275.5.1., "Cement," and Section 275.5.2., "Cement Treatment."

Furnishing and delivering new base will be paid for in accordance with Section 247.6.2., "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will be paid for under Section 275.6.2., "Cement Treatment." Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Sprinkling and rolling, except proof-rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans. When proof-rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Where subgrade to be treated under this Contract has sulfates greater than 7,000 ppm, work will be paid for in accordance with Article 4.4., "Changes in the Work."

Asphalt used solely for curing will not be paid for directly but will be subsidiary to this Item. Asphalt placed for the purpose of curing and priming will be paid for under Item 310, "Prime Coat."

6.1. **Cement**. Cement will be paid for at the unit price bid for "Cement." This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.

6.2. **Cement Treatment**. Cement treatment will be paid for at the unit price bid for "Cement Treatment (Existing Material)," "Cement Treatment (New Base)," or "Cement Treatment (Mixing Existing Material and New Base)," for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, applying cement, compacting, microcracking, finishing, curing, curing materials, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

Item 400
Excavation and Backfill for Structures

1. DESCRIPTION

Excavate for placement and construction of structures and backfill structures. Cut and restore pavement.

2. MATERIALS

Use materials that meet the requirements of the following.

- Item 401, “Flowable Backfill”
- Item 421, “Hydraulic Cement Concrete”
- DMS-4600, “Hydraulic Cement”

3. CONSTRUCTION

3.1. **Excavation**.

3.1.1. **General**. Excavate to the lines and grades shown on the plans or as directed. Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavations up to 5 ft. deep. Excavation protection for excavations deeper than 5 ft. is governed by Item 402, “Trench Excavation Protection,” and Item 403, “Temporary Special Shoring.” Use satisfactory excavated material as backfill or as embankment fill in accordance with Item 132, “Embankment.” Dispose of material not incorporated into the final project off the right of way in conformance with federal, state, and local regulations.

Keep any topsoil that has been removed separate, and replace it, as nearly as feasible, in its original position when excavating for installation of structures across private property or beyond the limits of the embankment. Restore the area to an acceptable condition.

Excavate drilled shafts in accordance with Item 416, “Drilled Shaft Foundations.”

3.1.1.1. **Obstructions**. Remove obstructions to the proposed construction, including trees and other vegetation, debris, and structures, over the width of the excavation to a depth of 1 ft. below the bottom of excavation. Remove as required to clear the new structure and plug in an approved manner if abandoned storm drains, sewers, or other drainage systems are encountered. Restore the bottom of the excavation to grade by backfilling after removing obstructions in accordance with this Item. Dispose of surplus materials in conformance with federal, state, and local regulations.

3.1.1.2. **Excavation in Streets**. Cut pavement and base to neat lines when structures are installed in streets, highways, or other paved areas. Restore pavement structure after completion of excavation and backfilling.

Maintain and control traffic in accordance with the approved traffic control plan and the TMUTCD.

3.1.1.3. **Utilities**. Comply with the requirements of Article 7.15., “Responsibility for Damage Claims.” Conduct work with minimum disturbance of existing utilities, and coordinate work in or near utilities with the utility owners. Inform utility owners before work begins, allowing them enough time to identify, locate, reroute, or make other adjustments to utility lines.

Avoid cutting or damaging underground utility lines that are to remain in place. Promptly notify the utility company if damage occurs. Provide temporary flumes across the excavation while open if an active sanitary

sewer line is damaged during excavation and restore the lines when backfilling has progressed to the original bedding lines of the cut sewer.

3.1.1.4. **De-Watering**. Construct or place structures in the presence of water only if approved. Place precast members, pipe, and concrete only on a dry, firm surface. Remove water by bailing, pumping, well point installation, deep wells, underdrains, or other approved method.

Remove standing water in a manner that does not allow water movement through or alongside concrete being placed if structures are approved for placement in the presence of water. Pump or bail only from a suitable sump separated from the concrete work while placing structural concrete or for a period of at least 36 hr. thereafter. Pump or bail during placement of seal concrete only to the extent necessary to maintain a static head of water within the cofferdam. Pump or bail to de-water inside a sealed cofferdam only after the seal has aged at least 36 hr.

Place a stabilizing material in the bottom of the excavation if the bottom cannot be de-watered to the point the subgrade is free of mud or it is difficult to keep reinforcing steel clean. Use flexible base, cement-stabilized base or backfill, lean concrete, or other approved stabilizing material. Provide concrete with at least 275 lb. of cement per cubic yard, if lean concrete is used, and place to a minimum depth of 3 in. Stabilizing material placed for the convenience of the Contractor will be at the Contractor's expense.

3.1.2. **Bridge Foundations and Retaining Walls**. Do not disturb material below the bottom of footing grade. Do not backfill to compensate for excavation that has extended below grade. Fill the area with concrete at the time the footing is placed if excavation occurs below the proposed footing grade. Additional concrete placed will be at the Contractor's expense.

Take core samples to determine the character of the supporting materials if requested. Provide an intact sample adequate to judge the character of the founding material. Take these cores when the excavation is close to completion. Cores should be approximately 5 ft. deeper than the proposed founding grade.

Remove loose material if the founding stratum is rock or other hard material, and clean and cut it to a firm surface that is level, stepped, or serrated, as directed. Clean out soft seams, and fill with concrete when the footing is placed.

Place the foundation once the Engineer has inspected the excavation and authorized changes have been made to provide a uniform bearing condition if the material at the footing grade of a retaining wall, bridge bent, or pier is a mixture of compressible and incompressible material.

3.1.3. **Cofferdams**. The term "cofferdam" designates any temporary or removable structure constructed to hold surrounding earth, water, or both out of the excavation whether the structure is formed of soil, timber, steel, concrete, or a combination of these. Use pumping wells or well points for de-watering cofferdams if required.

Submit details and design calculations for sheet pile or other types of cofferdams requiring structural members bearing the seal, signature, and date of a licensed professional engineer for review before constructing the cofferdam. The Department reserves the right to reject designs. Design structural systems to comply with the AASHTO *Standard Specifications for Highway Bridges* or AASHTO LRFD *Bridge Design Specifications*. Interior dimensions of cofferdams must provide enough clearance for the construction, inspection, and removal of required forms and, if necessary, enough room to allow pumping outside the forms. Extend sheet pile cofferdams well below the bottom of the footings and make concrete seals as well-braced and watertight as practicable.

Use Class E concrete for foundation seals unless otherwise specified. Place concrete foundation seals in accordance with Item 420, "Concrete Substructures." Seals placed for the convenience of the Contractor will be at the Contractor's expense.

Make the excavation deep enough to allow for swelling of the material at the base of the excavation during pile-driving operations when the Engineer judges it to be impractical to de-water inside a cofferdam and a concrete seal is to be placed around piling driven within the cofferdam. Remove swelling material to the

bottom of the seal grade after driving the piling. Remove the foundation material to exact footing grades where it is possible to de-water inside the cofferdam without placing a seal after driving piling. Do not backfill a foundation to compensate for excavation that has been extended below grade; fill such areas below grade with concrete at the time the seals or footings are placed.

Remove cofferdams after completing the substructure without disturbing or damaging the structure unless otherwise provided.

3.1.4. **Culverts and Storm Drains**. When the design requires special bedding conditions for culverts or storm drains, an excavation diagram will be shown on the plans. Do not exceed these limits of excavation.

Construct pipe structures in an open cut with vertical sides extending to a point 1 ft. above the pipe unless otherwise shown on the plans. When site conditions or the plans do not prohibit sloping the cut, the excavation may be stepped or laid back to a stable slope beginning 1 ft. above the pipe. Maintain the stability of the excavation throughout the construction period.

Construct the embankment for pipe to be installed in fill above natural ground to an elevation at least 1 ft. above the top of the pipe, and then excavate for the pipe.

3.1.4.1. **Unstable Material**. Remove the material to a depth of no more than 2 ft. below the grade of the structure when unstable soil is encountered at established footing grade, unless the Engineer authorizes additional depth. Replace soil removed with stable material in uniform layers no greater than 8 in. deep (loose measurement). Each layer must have enough moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

Use special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other approved material when it is not feasible to construct a stable foundation as outlined above.

3.1.4.2. **Incompressible Material**. Remove the incompressible material to 6 in. below the footing grade, backfill with an approved compressible material, and compact in accordance with Section 400.3.3., “Backfill,” if rock, part rock, or other incompressible material is encountered at established footing grade while placing prefabricated elements.

3.2. **Shaping and Bedding**.

3.2.1. **General**. Place at least 2 in. of fine granular material for precast box sections on the base of the excavation before placing the box sections. Use bedding as shown in Figure 1 for pipe installations. Use Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material. Undercut the excavation at least 4 in. where cement-stabilized backfill is shown on the plans and backfill with stabilized material to support the pipe or box at the required grade.

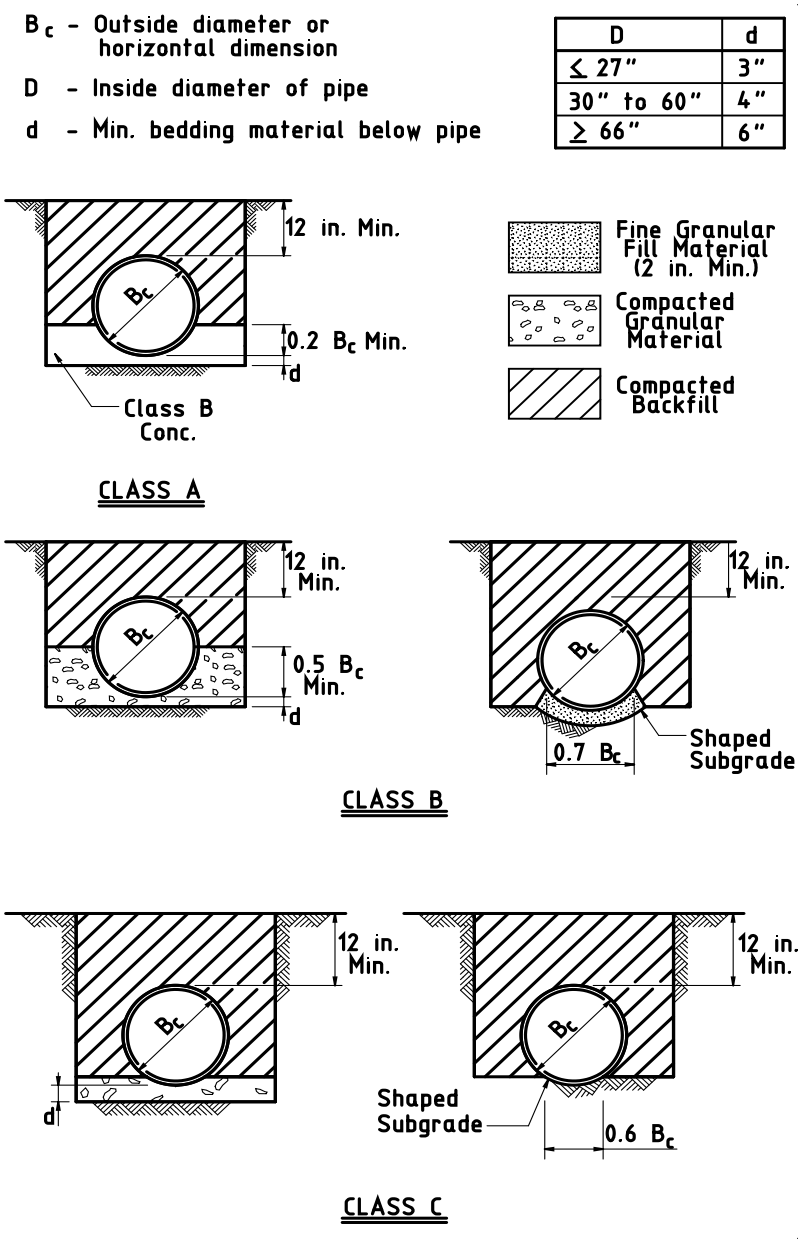


Figure 1
Bedding Diagrams

3.2.2. **Optional Shaping and Bedding for Precast Concrete Pipe.** For precast concrete pipe, the beddings in accordance with ASTM C1479 are permissible.

3.3. **Backfill**.

3.3.1. **General**. Backfill the excavation after placement of the permanent structure as soon as practical. Use backfill free of stones large enough to interfere with compaction; large or frozen lumps that will not break down readily under compaction; and wood or other extraneous material. Obtain backfill material from excavation or from other sources.

Place backfill in layers no greater than 10 in. deep (loose measurement) in areas not supporting a completed roadbed, retaining wall, or embankment. Place backfill in uniform layers no greater than 8 in. deep (loose measurement) in areas supporting a portion of a roadbed, retaining wall, or embankment. Compact each

layer to meet the density requirements of the roadbed, retaining wall, or embankment material, or as shown on the plans.

Bring each layer of backfill material to the moisture content needed to obtain the required density. Use mechanical tamps or rammers to compact the backfill. Rollers may be used to compact backfill if feasible.

Cohesionless materials may be used for backfilling. Use cohesionless materials that conform to the requirements shown in Table 1.

Table 1
Cohesionless Material Gradation Limits

Sieve Size	Percent Retained
3"	0
#10	Note 1
#200	90–100

1. No. 10 sieve requirements are 0–30% retained when used as aggregate for cement-stabilized backfill.

Compact cohesionless materials using vibratory equipment, water ponding, or a combination of both.

3.3.2. **Bridge Foundations, Retaining Walls, Manholes and Inlets, and Box Culverts**. Place backfill against the structure only after the concrete has reached the design strength required in Item 421.

Backfill retaining walls with material meeting the requirements of Item 423, "Retaining Walls." Backfill around bridge foundations, manholes and inlets, and culverts using material with particles no more than 4 in. in greatest dimension and a gradation that permits thorough compaction. Use rock or gravel mixed with soil if the percentage of fines is enough to fill all voids and ensure a uniform and thoroughly compacted mass of proper density.

Use mechanical tamps and rammers to avoid damage to the structure where backfill material is being placed too close to the structure to permit compaction with blading and rolling equipment.

Avoid wedging action of backfill against structures. Step or serrate slopes bounding the excavation to prevent such action. Place backfill uniformly around bridge foundations. Place backfill equally and in uniform layers along both sides of manholes and inlets and culverts.

The Engineer may require backfilling of structures excavated into hard, erosion-resistant material, and subject to erosive forces, with stone or lean concrete.

Box culverts may be opened to traffic as soon as enough backfill and embankment have been placed over the top to protect culverts against damage from heavy construction equipment. Repair damage to culvert caused by construction traffic at no additional expense to the Department.

3.3.3. **Pipe**. Bring backfill material to the proper moisture condition after installing bedding and pipe as required and place it equally along both sides of the pipe in uniform layers no greater than 8 in. deep (loose measurement). Compact each lift mechanically. Thoroughly compact materials placed under the haunches of the pipe to prevent damage or displacement of the pipe. Place backfill in this manner to the top-of-pipe elevation. Place and compact backfill above the top of the pipe in accordance with Section 400.3.3.1., "General."

The Engineer may reject backfill material containing more than 20% by weight of material retained on a 3-in. sieve with large lumps not easily broken down or that cannot be spread in loose layers. Material excavated by trenching machine must generally meet the requirements of this Section as long as large stones are not present.

Place and compact additional material where pipe extends beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, until the minimum cover has been provided.

3.3.4. **Cement-Stabilized Backfill**. Backfill the excavation to the elevations shown with cement-stabilized backfill when shown on the plans. Use cement-stabilized backfill that contains aggregate conforming to the gradation limits shown in Table 1, water, and at least 7% hydraulic cement based on the dry weight of the aggregate, in accordance with Tex-120-E.

Place cement-stabilized backfill equally along the sides of structures to prevent strain on or displacement of the structure. Fill voids when placing cement-stabilized backfill. Use hand-operated tampers, if necessary, to fill voids. Compact the mixture using density control unless otherwise shown on the plans. Place and compact the backfill within 2 hr. of mixing.

3.3.5. **Flowable Backfill**. Backfill the excavation with flowable backfill to the elevations indicated when shown on the plans. Prevent the structure from being displaced during the placement of the flowable fill, and prevent flowable fill from entering manholes and inlets, culverts, and drainage structures.

4. MEASUREMENT

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.1. **Structural Excavation**. Unless shown on the plans as a pay item, structural excavation quantities shown are for information purposes only.

When structural excavation is specified as a pay item, structural excavation for pipe headwalls, inlets, manholes, culvert or storm drain extensions less than 15 ft. long, bridge abutments, retaining walls, and side road and private entrance pipe culverts will not be measured. No allowance will be made for variance from plans quantity incurred by an alternate bid.

When specified as a pay item, structural excavation will be measured by the cubic yard as computed by the average end areas method or as shown on the plans. Excavation diagrams shown on the plans take precedence over the provisions of this Article.

4.1.1. **Boundaries of Measurement**.

4.1.1.1. **Pipe**.

4.1.1.1.1. **Pipe up to 42 Inches**. For pipe up to 42 in. nominal or equivalent diameter, no material outside vertical planes 1 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

4.1.1.1.2. **Pipe Larger than 42 Inches**. For pipes larger than 42 in. nominal or equivalent diameter, no material outside vertical planes located 2 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

Quantities for excavation in fill above natural ground include 1 ft. above the top of the pipe regardless of the height of completed fill. Excavation for pipe will be measured between the extreme ends of the completed structure, including end appurtenances as shown on the plans and from centerline to centerline of structures such as inlets and manholes.

4.1.1.2. **Footings, Walls, Boxes, and Other Excavation**. No material outside vertical planes 1 ft. beyond and parallel to the edges of the footings or outside walls will be included, whether a cofferdam or shoring is used. When plans provide the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

Where excavation in addition to that allowed for the footings is required for other portions of the structure, measurement for the additional excavation will be limited laterally by vertical planes 1 ft. beyond the face of the member and parallel to it, and vertically to a depth of 1 ft. below the bottom of the member.

4.1.1.3. **Excavation near Roadways and Channels**. At structure sites other than culverts and pipe excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation. Roadway and channel excavation will be paid under Item 110, "Excavation." For culverts except side road and private entrance culverts, excavation within the limits of the structure and below or outside the limits of the completed roadway excavation will be measured as structural excavation.

4.1.2. **Falsework**. No measurement will be made for excavation necessary for placing forms or falsework that exceed the limits given in Section 400.4.1.1., "Boundaries of Measurement."

4.1.3. **Swelling**. Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile-driving operations.

4.1.4. **Cave-Ins**. Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

4.1.5. **Undercut**. Where rock or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade directed to be removed will be measured for payment.

4.1.6. **Grade Change**. Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized.

4.2. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be measured by the cubic yard as shown on the plans.

4.3. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be measured by the square yard as shown on the plans. Excavation below pavement or base will be measured as structural excavation of the pertinent type.

5. PAYMENT

5.1. **Structural Excavation**. Unless specified as a pay item, structural excavation and backfill performed, and material furnished in accordance with this Item will not be paid for directly, but will be subsidiary to pertinent Items.

When structural excavation is specified as a pay item, the excavation and backfill work performed, and materials furnished will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Box)," "Structural Excavation (Pipe)," and "Structural Excavation (Bridge)." This price includes concrete to compensate for excavation that has extended below grade for bridge foundations and retaining walls, and backfilling and compacting areas that were removed as part of structural excavation.

Cofferdams or other measures necessary for supporting excavations less than 5 ft. deep will not be measured or paid for directly, but will be subsidiary to the Contract.

Foundation seal concrete for cofferdams, when required, will be paid for as provided in the pertinent Items. If no direct method of payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Seal placed for the convenience of the Contractor will not be paid for.

Unless otherwise provided, stone or lean concrete backfill around structures as provided for in Section 400.3.3.2., "Bridge Foundations, Retaining Walls, Manholes and Inlets, and Box Culverts," will be

measured and paid for as extra work in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When structural excavation is specified as a pay item, a partial payment of 50% of the bid price will be made for structural excavation completed to the satisfaction of the Engineer but not backfilled. The remaining amount will be paid upon completion of backfilling. When the Contractor elects to excavate beyond plan requirements, no measurement will be made of the additional volume.

5.2. **Removal and Replacement of Unsuitable or Incompressible Material**. Removal and replacement of material will be paid for if directed. Removal and replacement of material or placement of special material made necessary by the softening of founding material due to the Contractor's sequence of work or operation will be at the Contractor's expense. Special material used or additional excavation made for the Contractor's convenience will not be paid for.

5.2.1. **Structural Excavation as a Pay Item**. Where special materials are not required or specified, payment for the removal and replacement of unstable or incompressible material will be made at a price equal to 200% of the unit price bid per cubic yard for "Structural Excavation." When the Contractor elects to remove and replace material deeper than directed, no measurement will be made on that portion below the directed elevation. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When shown on the plans or when directed, for the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, payment for excavation below footing grades will be made at the unit price bid for "Structural Excavation." Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items in the Contract, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.2.2. **Structural Excavation Not a Pay Item**. Where special materials for backfill are not required or specified, payment for the authorized removal and replacement of unstable or incompressible material will be measured and paid for at $18 per cubic yard of material removed. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When shown on the plans or when directed, for the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, excavation below the footing grades will be paid for at $12 per cubic yard. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.3. **Lowering of a Structure Foundation**. If the Engineer requires a structure foundation to be lowered to an elevation below the grade shown on the plans, overexcavation will be paid for in accordance with Table 2.

Table 2
Payment for Required Overexcavation

Variance of Revised Footing Grade from Plan Grade	Payment Terms	Variance of Revised Footing Grade from Plan Grade
	"Structural Excavation" is a Bid Item	"Structural Excavation" is Not a Bid Item
Up to and including 5 ft.	Unit price equal to 115% of unit price bid for "Structural Excavation"	$12 per cubic yard
Over 5 ft. up to 10 ft.	Unit price equal to 125% of unit price bid for "Structural Excavation"	$15 per cubic yard
Over 10 ft.	In accordance with Article 9.7., "Payment for Extra Work and Force Account Method."	

5.4. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be paid for at the unit price bid for "Cement-Stabilized Backfill."

5.5. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Work done to repair damage to base or pavement incurred outside the limits shown on the plans, or the limits authorized, will not be measured for payment.

The unit prices bid are full compensation for excavation, including removing obstructions and plugging drainage systems; bedding and backfilling, including placing, sprinkling, and compaction of material; soundings; cleaning and filling seams; constructing and removing cofferdams; de-watering, sheeting, or bracing excavations up to and including 5 ft. deep; pumps; drills; explosives; disposition of surplus material; cutting pavement and base to neat lines; and materials, hauling, equipment, labor, tools, and incidentals.

Flowable backfill will be paid for in accordance with Item 401. Protection methods for open excavations deeper than 5 ft. will be measured and paid for as required in accordance with Item 402 or Item 403.

Item 402
Trench Excavation Protection

1. DESCRIPTION

Furnish and place excavation protection for trenches 5 ft. or greater in depth for pipe, box culvert, electrical or telephone conduit, duct, or other utility installation.

2. CONSTRUCTION

Provide vertical or sloped cuts, benches, shields, support systems, or other systems providing the necessary protection in accordance with OSHA Standards and Interpretations, 29 CFR Part 1926, Subpart P, "Excavations."

3. MEASUREMENT

This Item will be measured by the foot along the long axis of the trench where the depth of trench exceeds 5 ft. This measurement includes all required trench protection, including trench ends.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection." This price is full compensation for excavation and backfill required for excavation protection; furnishing, placing, and removing shoring, sheeting, or bracing; de-watering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.

Item 404
Driving Piling

1. DESCRIPTION

Drive piling.

2. EQUIPMENT

2.1. **Driving Equipment**. Use power hammers for driving piling with specified bearing resistance. Use power hammers that comply with Table 1. Gravity hammers may be used for driving sheet piling and timber piling if no required design load is shown on the plans.

For initial rating of diesel hammers to determine compliance with the requirements shown in Table 1, the height of fall of the ram of the single-acting (open-end) hammer must be 7 ft. For a double-acting (enclosed ram) hammer, the energy rating must be 85% of the rated output by the manufacturer.

A hammer that produces less energy than required in Table 1 may be approved if a wave equation analysis indicates the hammer can drive the specified pile against a bearing resistance of three times the required design load before reaching 0.1 in. of penetration per blow. The bearing resistance of the piling driven with this particular equipment will be determined in accordance with the Wave Equation Method.

Use an air compressor that supplies the volume and pressure specified by the manufacturer of the hammer. Provide an accurate pressure gauge.

Maintain the valve mechanism and other parts of power hammers so the hammer will operate at the speed and stroke length specified by the manufacturer.

Equip enclosed ram diesel hammers with a gauge and provide charts to evaluate the equivalent energy being produced. Calibrate the gauge before work begins, whenever gauge accuracy is in question, and at least once each 6 mo.

Table 1
Size of Driving Equipment

Piling Type	Hammer Type	Ram Weight (lb.)	Max Ram Stroke (ft.)	Min Hammer Energy (ft.-lb.)[1]
Timber	Air, Hydraulic	2,000 Min	5	330R
	Diesel	2,000 Min	10	330R
Steel	Air, Hydraulic	3,000 Min	5	Larger of 250R or 2-1/2 Wp
	Diesel	2,000 Min	10	Larger of 250R or 2-1/2 Wp
Concrete	Air, Hydraulic	3,000 Min, but not less than 1/4 Wp	5	250R, but not less than 1 ft.-lb. per pound of pile weight
	Diesel	2,700 Min, but not less than 1/4 Wp	8[2]	250R, but not less than 1 ft.-lb. per pound of pile weight

1. R = Design load in tons. Wp = Weight of pile in pounds based on plan length.
2. Diesel hammers with less ram weight or greater ram stroke are permitted if a wave equation analysis indicates the combination of ram weight, stroke, and cushioning will not overstress the piling.

Provide hammer cushion consisting of layers of micarta and aluminum or other material specifically produced and approved for this application. Use a wood, wire rope, or asbestos hammer cushion only if permitted.

Regulate the height of fall when using gravity hammers to avoid damage to the piling.

Drive all test piling in a structure or in any approved segment of it using the same hammer, and use the same type and size of hammer to drive the remainder of the piling in the structure or segment.

Equip pile drivers with leads constructed to allow freedom of movement of the hammer and to provide adequate support to the pile during driving. The longitudinal axis of the leads, hammer, and pile should coincide.

Ensure leads are long enough, except where piling is driven through water, that a follower will not be necessary. Use one pile in every 10 that is long enough to permit driving without a follower when driving piling underwater and a follower is required. Drive it as a test pile for proper correlation of the follower-driven piling. Payment will be made as regular piling.

Hammers designed to operate underwater may be used for underwater driving without a follower and without the correlation required for other hammers.

2.2. **Protection of Pile Heads**. Use a steel driving head (helmet) suitable for the type and size of piling. Drive steel H-piling and sheet piling using a helmet compatible with the specific pile shape driven.

Provide a cushion block for concrete piling between the driving head and the top of the pile. Use a cushion block that is at least 4 in. thick for short piling (50 ft. or less) and at least 6 in. thick for longer piling, unless otherwise directed. Use multiple layers of one of the following:

- 3/4-in. or 1-in. structural-grade southern pine or fir plywood;
- green oak or gum, with the grain of the wood horizontal; or
- other approved material specifically produced for this application.

Pay special attention to the condition of the cushioning material. Drive no more than three piles using one cushion block. Change cushioning more frequently if necessary to prevent damage. Immediately replace any cushion block that has ignited. Do not use a tight-fitting driving helmet for concrete piling. Allow room for slight movement, but ensure the driving helmet is not large enough for the pile head to rotate freely. Center concrete piling and cushion within the helmet throughout the driving operation.

3. CONSTRUCTION

This Item uses the following terms.

- **Foundation Piling**. Piling placed under interior bent footings or retaining wall abutment footings.
- **Trestle Piling**. Piling embedded directly into the abutment cap or interior bent cap.
- **Sheet Piling**. Retaining piling not considered either foundation or trestle piling.
- **Test Piling**. Specific piling driven to investigate site conditions and determine regular piling lengths.
- **Test-Loaded Piling**. Specific piling driven and test-loaded to investigate site conditions and determine regular piling lengths. Do not fabricate regular piling until test loading and analysis are completed.
- **Regular Piling**. All piling other than test piling and test-loaded piling.

Do not fabricate regular piling until test pile driving and analysis or test loading and analysis are completed.

Complete the embankment at bridge ends before driving abutment piling. Refer to Item 423, “Retaining Walls,” for provisions pertinent to piling that passes through the structural volume of retaining walls.

Do not drive foundation piling until the footing excavation is complete. Drive concrete piling once the piling concrete, including buildups, has cured at least 14 days. Do not drive piling in a saltwater environment until the piling concrete, including buildups, has cured at least 21 days after concrete placement.

Re-drive any piling that is raised when driving adjacent piling. Withdraw and replace any broken, split, or displaced piling, or correct it as directed after a design analysis.

To control excessive stresses resulting in damage to the piling during driving, the following, alone or in combination, may be required:

- increase in cushion thickness,
- reduction of ram stroke,
- heavier ram with a shorter stroke,
- use of pilot holes or jetting when driving through hard or alternating hard and soft strata.

3.1. **Tolerance for Driving**. Drive piling to the required vertical or batter alignment, within the tolerances in accordance with this Section. Drive piling with rigid templates when using swinging leads or when necessary to comply with tolerances. Drive battered piles using a two-tiered template or a template equipped with a device to hold the pile at the required batter. Construct the template to allow the pile to pass freely through the template without binding. Cut off piling reasonably square at the elevation shown on the plans, with a tolerance of no more than 2 in. above or below established cutoff grade. Submit for approval a structural analysis and proposed corrective action, signed and sealed by a licensed professional engineer, when tolerances are exceeded and the Engineer requires corrective action.

3.1.1. **Trestle Piling**.

- Transverse to the centerline of the bent, the top of the piling may be no more than 2 in. from the position shown on the plans.
- Parallel to the centerline of the bent, the top of the piling may be no more than 4 in. from the position shown on the plans.

3.1.2. **Foundation Piling**.

- The top of each pile may be no more than 4 in. in any direction from the position shown on the plans.
- The center of gravity of the piling group may be no more than 3 in. from the center of gravity determined from plan location.
- The minimum edge distance for piling in a footing is 5 in. Additional concrete required to obtain this edge distance and specified reinforcing steel cover will be at the Contractor's expense.

3.2. **Penetration**. Piling lengths shown on the plans are the lengths estimated to provide required bearing and for estimating purposes only. Drive piling to plan tip elevations or to greater depths as necessary to obtain the required allowable dynamic resistance meeting or exceeding the foundation load shown on the plans.

The Engineer will establish regular pile lengths based on the test data when test piling or test-loaded piling is used. Drive regular piling to this approximate elevation in these cases and to greater depths as required to obtain the plan bearing resistance.

Provide either pilot holes, jetting, or a combination of both for unusually hard driving conditions, typically less than 0.1 in. of penetration per blow if plan penetration is not obtained. Reduce penetration upon approval when the piling is advanced to within 5 ft. of plan length, unless other penetration requirements or bearing evaluation methods govern.

3.3. **Pilot Holes**. Extend pilot holes no more than 5 ft. below the bottom of footings for foundation piling or 10 ft. below finished ground line for trestle piling, unless the specified penetration cannot be obtained by using the depth of holes indicated or specified. The maximum hole diameter permitted will be approximately 4 in. less than the diagonal of square piling or steel H-piling and 1 in. less than the diameter of round piling. Determine the size and depth of pilot holes from the results of trial operations on the first piling driven or from available test pile data when deeper ones are required. Obtain approval for any depth or size of pilot holes that exceeds the maximums specified in this Section. The Engineer may vary hole size and depth to obtain penetration and bearing resistance.

Extend pilot holes through all embankments to natural ground when driving concrete piling.

Where a pilot hole is required in granular material that cannot be sealed off by ordinary drilling methods, a casing may be required around the boring device deep enough to prevent loose material from falling into the pilot hole.

Drive the piling below the depth of the pilot hole at least 1 ft. or 100 blows, but not less than the required bearing resistance shown on the plans. Do not drive piling beyond the point where the penetration per blow is less than 0.1 in. as determined by an average of 10 blows, unless directed otherwise. Stop driving if damage to the pile is apparent.

3.4. **Jetting**. Jetting is permitted when the specified penetration cannot be obtained by driving and pilot holes or other methods are not feasible. Submit details of the proposed methods for approval before jetting. The Engineer may authorize varying depths of jetting to achieve the desired results.

Jet as required in conjunction with driving but only to the approved depth. Use enough power for jetting operations to simultaneously operate at least two 2-1/2 in. diameter pipes equipped with 3/4-in. nozzles at a pressure of 150 psi. Perform the jetting with one or two jets as determined and approved from results of trial operations.

Drive the piling below the depth of the jetting at least 1 ft. or 100 blows, but not less than the required bearing resistance shown on the plans. Do not drive piling beyond the point where the penetration per blow is less than 0.1 in. as determined by an average of 10 blows, unless directed otherwise. Stop driving if damage to the pile is apparent.

3.5. **Hammer Formula Method of Bearing Evaluation**. Determine the allowable dynamic bearing resistance of piling by one of the hammer formulas in this Section unless otherwise shown on the plans. If the Engineer has determined a K factor based on test piling, test-loaded piling, or other methods, the computed allowable resistance will be the driving resistance determined based on the appropriate formula multiplied by the K factor. The computed allowable resistance should be greater than or equal to the foundation load shown on the plans.

3.5.1. **Single-Acting Power Hammers**. Use the following formula.

$$P_a = \frac{2WH}{S + 0.1}$$

where:
P_a = allowable dynamic resistance in pounds
W = weight of ram in pounds
H = height of fall of ram in feet (field-measured)
S = average penetration in inches per blow for the last 20 blows

Determine H by an approved electronic stroke indicator and blow count logging device provided by the Contractor. Pending approval, H can be determined by visual observation of the ram against a calibrated rod mounted on the hammer, or by the following formula.

$$H = 16.1 \times \left(\frac{30}{B}\right)^2 - 0.3$$

where:
B = blows per minute

3.5.2. **Double-Acting Power Hammers**. Use the following formula.

$$P_a = \frac{2E}{S + 0.1}$$

where:
P_a = allowable dynamic resistance in pounds
E = manufacturer's rated energy in foot-pounds (for double-acting power hammers), or the equivalent energy in foot-pounds determined by a calibrated gauge attached to the hammer and taken when the average penetration in inches per blow is determined (for enclosed ram diesel hammer)
S = average penetration in inches per blow for the last 20 blows

3.5.3. **Other Hammer Types**. Provide a wave equation analysis for each pile, hammer, soil, and load combination for which the driving system is to be used. The analysis will determine the bearing capacity of the piling.

3.6. **Wave Equation Method of Bearing Evaluation**. Submit the following data when the plans specify the bearing capacity of the piling is determined by the wave equation method:

- manufacturer's specification data for the hammer proposed for use, including all modifications and
- complete description and dimensions of all cushioning material used between the pile and helmet and in the cap block, including total thickness of each, and the direction of grain if wood is used.

These data will be used by the Engineer to determine the required number of blows per unit of penetration the hammer must deliver to obtain the required bearing resistance.

After evaluation by the wave equation method, any change in the driving equipment may require reevaluation. Such changes must be approved before further driving.

3.7. **Test Piling**. Drive test piling at locations shown on the plans or as directed. Make test piling part of the completed work, cut off or built up to grade as necessary. Use the required bearing evaluation method to determine bearing resistance.

Initially drive test piling to 3 ft. above plan tip elevation of the regular piling for the structure with the blow count recorded for each foot of driving. (For example, drive test piling to 13 ft. above its plan tip elevation if the test piling is 10 ft. longer than regular piling.) Retain the cushion if used.

Re-drive the test piling the additional length required by the plans at least 7 days after the original driving using the same hammer and cushion originally used. Record the blow count for each inch of driving for the first foot, for every 3 in. for the next 2 ft., and for each foot thereafter.

Provide the data to the Engineer for use in determining regular piling lengths and K factors. The K factor will be determined based on the following formula.

$$K = P_R / P$$

where:
K = a static correction factor applied to the evaluation method
P_R = re-drive bearing (ton) of the test pile determined by the evaluation method
P = original bearing (ton) of test pile determined by the evaluation method

3.8. **Test-Loaded Piling**. Conduct test load in accordance with Item 405, "Foundation Load Test."

Provide the data to the Engineer for use in determining regular piling lengths and K factors. The K factor will be determined based on the following formula.

$$K = L / P$$

where:
K = a static correction factor applied to the evaluation method
L = maximum safe static load proven by test load
P = bearing resistance of the test-loaded pile determined by the evaluation method

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be paid for directly, but will be subsidiary to pertinent Items.

Item 405
Foundation Load Test

1. DESCRIPTION

Load-test piling or drilled shafts.

2. MATERIALS

Provide piling or drilled shafts for test loading as shown on the plans.

3. EQUIPMENT

Furnish all necessary tools and equipment required to perform the foundation load test.

4. CONSTRUCTION

Furnish and drive the piling in accordance with Item 404, “Driving Piling,” or construct the shaft in accordance with Item 416, “Drilled Shaft Foundations,” to be test-loaded. Use the same procedure for drilling the test shaft as for the shafts required in the structure.

Keep a complete record of pile-driving data and shaft-drilling data for all foundations used in the test load. Apply the test load no earlier than the seventh day after driving the test piling or after placing concrete in the test shaft. Load the test shaft only after the concrete design strength has been attained.

Perform the foundation load test as shown on the plans and in accordance with the following.

- ASTM D1143
- ASTM D4945
- ASTM D7383
- ASTM D8169

Dismantle the test setup after completing the test if applicable.

Remove piling or shafts that are not part of the structure upon completion of the test load, or cut off at least 1 ft. below the bottom of the footing or the finished grade. Re-drive permanent piling to its original grade and bearing if it is raised during the test load.

5. MEASUREMENT

Measurement will be made for each complete test load satisfactorily performed, reported, and accepted.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for each “Foundation Load Test.” This price is full compensation for material, equipment, labor, work, tools, and incidentals.

Test piling or test shafts and associated reaction piling or shafts that are not part of the permanent structure will not be paid for directly, but will be subsidiary to this Item. Test piling or test shafts that are part of the permanent structure will be paid for under the pertinent Items.

Item 406
Timber Piling

1. DESCRIPTION

Furnish and place treated or untreated timber piling.

2. MATERIALS

Furnish timber piling in accordance with ASTM D25. Use any species of durable timber for untreated piling that will satisfactorily stand driving. Use Southern pine impregnated with a preservative for treated piling in accordance with Item 492, "Timber Preservative and Treatment," or as shown on the plans.

Furnish round piling in the lengths shown on the plans, with a minimum circumference of 38 in. for piling 40 ft. or less in length, and 41 in. for piling more than 40 ft. Measure the circumference under the bark at a section 3 ft. from the butt or at the tip.

For treated timber piling, treat cuts, bolt holes, and other areas where the surface of the piling is broken in accordance with Item 492.

2.1. **Inspection**. All piling is subject to inspection before and after treatment. Allow the Inspector free access to all sites where materials are being produced or processed, and provide any assistance necessary for the proper inspection of materials.

2.2. **Storing and Handling**. Prevent excessive splitting, checking, warping, distortion, or any other damage that may cause the piling to be rejected. Handle all timber piling carefully without dropping, breaking outer fibers, bruising, or penetrating the surface with tools.

3. EQUIPMENT

Handle piling with rope slings. Use handling equipment that does not penetrate the treated shell into untreated wood.

4. CONSTRUCTION

Drive piling in accordance with Item 404, "Driving Piling."

4.1. **Splices, Buildups, and Cutoffs**. Saw tops of all piling to a true plane as shown on the plans and at the established elevation. Saw piling that supports timber caps or connects to other members to the exact plane of the connected member.

Build up piling by splicing on an additional length of piling of the same diameter and quality when required. Make splices as shown on the plans or as directed. Construct the splice after the pile head and the lower end of the buildup section have been squared up and treated in accordance with Section 406.4.2., "Treatment of Pile Ends." Use no more than one splice in any single pile.

4.2. **Treatment of Pile Ends**.

4.2.1. **Treated Timber**. Give the ends of piling three coats of a preservative determined appropriate for the original preservative in accordance with AWPA Standard M4 after cutting. Follow with one coat of coal-tar roofing cement in accordance with ASTM D5643.

4.2.2. **Untreated Timber**. Coat the heads of piling thoroughly with a thick protective coat of hot tar or hot asphaltum.

Cover the pile heads after treatment with a sheet of 20-gauge galvanized metal when shown on the plans. Provide a cover that overlaps the sides of the piling at least 3 in. Bend the cover down over the piling and fasten it with large-headed galvanized nails or as shown on the plans.

5. MEASUREMENT

5.1. **Timber Piling**. Timber piling will be measured by the foot of acceptable piling in place after all cutoffs and splices have been made. When the Contractor elects to drive piling deeper than required to meet the specified length and bearing requirements, no measurement will be made on that portion below the elevation at which length and bearing requirements were first obtained.

5.2. **Splices**. Splices will be measured by each authorized, completed splice made necessary by driving beyond the plan pile length to obtain required bearing resistance. No measurement will be made for a splice made necessary by unsuitable material, handling, driving, or overdriving.

5.3. **Cutoffs**. Cutoffs will be measured by the foot of cutoff above required grade. No cutoff will be measured on any pile that is built up.

6. PAYMENT

The unit price bid is full compensation for jetting, pilot holes, alignment holes, driving piling, repairs, materials, equipment, tools, labor, and incidentals.

6.1. **Timber Piling**. The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Treated Timber Piling” or “Untreated Timber Piling.”

6.2. **Splices**. An additional payment for each authorized, completed splice, regardless of buildup length, will be made at a price equal to four times the unit price bid for “Treated Timber Piling” or “Untreated Timber Piling.” Where piling is trimmed back for the purpose of constructing a splice, payment for the cutoff is included in the payment for the splice.

6.3. **Cutoffs**. Payment for cutoff lengths will be made at a price equal to 1/2 the unit price bid for “Treated Timber Piling” or “Untreated Timber Piling.”

Item 409
Prestressed Concrete Piling

1. DESCRIPTION

Furnish and place prestressed concrete piling.

2. MATERIALS

Use materials that meet the requirements of the following Items.

- Item 420, “Concrete Substructures”
- Item 421, “Hydraulic Cement Concrete”
- Item 425, “Precast Prestressed Concrete Structural Members”
- Item 440, “Reinforcement for Concrete”

Fabricate prestressed concrete piling in accordance with the following Items.

- Item 424, “Precast Concrete Structural Members (Fabrication)”
- Item 425, “Precast Prestressed Concrete Structural Members”

Furnish piling in the lengths shown on the plans when test or test-loaded piling is not required. When test or test-loaded piling is required, the Engineer will approve lengths based on test driving data or test load data. Cast regular piling only after the Engineer has determined the approved lengths based on the test or test-loaded piling.

3. CONSTRUCTION

Handle and store piling in a way that minimizes the risk of damage by impact or bending stress. Store piling above ground on adequate blocking. Do not use chain slings to handle piling. Immediately review and correct conditions causing the damage to any piling. Drive piling in accordance with Item 404, “Driving Piling.” Test-load, when required, in accordance with Item 405, “Foundation Load Test.”

3.1. **Defects and Breakage**. Damage to piling due to faulty materials or construction methods may be cause for rejection. Piling damaged in the process of fabrication, handling, storing, hauling, or driving is subject to the acceptance criteria and repair provisions in accordance with the *Concrete Repair Manual*.

3.2. **Buildups and Cutoffs**. Construct buildups as shown on the plans and in accordance with Item 420. Make the final cut of the concrete square to the longitudinal axis for cutoffs.

3.3. **Test Piling**. Test piling must meet requirements for prestressed concrete piling. The Engineer may adjust the number of test piles to secure desired information.

4. MEASUREMENT

4.1. **Concrete Piling**. Prestressed concrete piling and prestressed concrete test piling will be measured by the foot of acceptable piling in place after all cutoffs and buildups have been made. When the Contractor elects to drive piling deeper than required to meet the specified length and bearing requirements, no measurement will be made on that portion below the elevation at which length and bearing requirements were first obtained.

4.2. **Buildups**. Buildups will be measured by each authorized, completed buildup made necessary by driving beyond the plan pile length to obtain required bearing resistance. No measurement will be made for a buildup made necessary by improper casting, handling, or driving.

4.3. **Cutoffs**. Cutoffs for both regular and test piling will be measured by the foot of cutoff above required grade.

5. PAYMENT

The unit price bid is full compensation for jetting, pilot holes, alignment holes, repairs, materials, tools, equipment, labor, and incidentals. Test-loaded piling and associated reaction piling that are not part of the permanent structure will not be paid for directly, but will be subsidiary to Item 405. Any test load ordered by the Engineer that is not provided for in the Contract will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.1. **Concrete Piling**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Prestressed Concrete Piling" or "Prestressed Concrete Test Piling" of the size specified.

5.2. **Buildups**. An additional payment for each completed authorized buildup splice for both regular and test piling, regardless of buildup length, will be made at a price equal to 10 times the unit price bid for "Prestressed Concrete Piling." Where piling is broken back for constructing buildups, payment for the breakback is included in the payment for buildups.

5.3. **Cutoffs**. Payment for cutoff lengths of both regular piling and test piling will be made at a price equal to 1/2 the unit price bid per foot for "Prestressed Concrete Piling." Payment for cut is included in the payment for cutoffs.

Item 416
Drilled Shaft Foundations

1. DESCRIPTION

Construct foundations consisting of reinforced or non-reinforced concrete drilled shafts.

2. MATERIALS

Use materials that meet the requirements of the following Items.

- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcement for Concrete”
- Item 448, “Structural Field Welding”

Use concrete for drilled shafts that meets the requirements shown in Table 1 unless otherwise shown on the plans.

Table 1
Concrete for Drilled Shafts

Drilled Shaft Type	Concrete
Non-reinforced	Class A
Reinforced	Class C
Slurry and underwater concrete placement	Class SS

Use coarse aggregate Grade 4, 5, or 6 for drilled shaft concrete in reinforced drilled shafts. Grade 2 or Grade 3 may be used if the shaft is dry and reinforcing steel has a 5 in. minimum clear spacing.

Use a water-reducing, retarding admixture in accordance with DMS-4640, “Chemical Admixtures for Concrete,” in all concrete when using casing that will be pulled or when placing shafts under water or under slurry.

Use concrete with slump that meets the requirements shown in Table 2 as determined in accordance with Tex-415-A.

Table 2
Slump Requirements

Placement Type	Min Acceptable Placement Slump (in.)	Recommended Design and Placement Slump (in.)	Max Acceptable Placement Slump (in.)
Dry	5-1/2	6-1/2	7-1/2
Underwater and under slurry	7	8	9

Perform a slump loss test in accordance with Tex-430-A before beginning work when casing is to be pulled or concrete is to be placed underwater or under slurry. Provide concrete that will maintain a slump of at least 4 in. throughout the entire anticipated time of concrete placement. Time of concrete placement is in accordance with Section 416.3.6., “Concrete,” and Section 416.3.7., “Additional Requirements for Slurry Displacement or Underwater Concrete Placement Methods.” Note the temperature of the concrete mix at the beginning of the slump loss test. Place the concrete if its temperature at the time of placement into the drilled shaft is no more than 10°F higher than the slump loss test temperature. Use ice or other concrete-cooling ingredients to lower concrete temperature or run additional slump loss tests at the higher temperatures. Slump loss testing will be waived if anticipated time of concrete placement is less than 90 min.

Use mineral drilling slurry that meets the requirements shown in Table 3, as determined in accordance with Tex-130-E. Determine pH of slurry in accordance with Tex-128-E or using pH paper strips.

Table 3
Mineral Slurry Requirements

Before Introduction into Excavation			Sampled from Bottom of Excavation Before Concreting		
Specific Gravity	Sand Content	pH	Specific Gravity	Viscosity (sec.)	Sand Content
≤1.10	≤1%	8–11	≤1.15	≤45	≤4%

Use mineral slurry consisting of processed bentonite or attapulgite clays mixed with clean fresh water. Do not use partially hydrolyzed polyacrylamide (PHPA) polymeric slurry or any other fluid composed primarily of a polymer solution.

If approved, water may be used as the drilling fluid. In this case, all the provisions shown in Table 3 must be met, except that the maximum specific gravity is not to exceed 1.12.

Sample slurry from the bottom of the hole, before placing concrete, and test it in accordance with Tex-130-E. Use a pump or air lift to remove slurry that does not meet the requirements shown in Table 3 while adding fresh clean slurry to the top of the hole to maintain the slurry level. Continue this operation until the slurry sampled from the bottom of the hole meets the requirements.

3. CONSTRUCTION

Submit drilled shaft installation plan for review no later than 1 mo. before drilled shaft construction. Include the following in the plan:

- name and experience record of the drilled shaft superintendent who will be in charge of drilled shaft operations for the project;
- list of proposed equipment to be used, including cranes, drills, augers, bailing buckets, final cleaning equipment, de-sanding equipment, slurry pumps, core-sampling equipment, tremies or concrete pumps, and casing;
- details of overall construction operation sequence and the sequence of shaft construction in bents or groups;
- details of shaft excavation methods;
- when the use of slurry is anticipated, details of the slurry mix design and its suitability for the subsurface conditions at the construction site, mixing and storage methods, maintenance methods, and disposal procedures;
- details of methods to clean the shaft excavation;
- details of reinforcement placement, including support and centralization methods;
- details of concrete placement, including proposed operational procedures for free-fall, tremie, or pumping methods; and
- details of casing installation and removal methods.

The installation plan will be reviewed for conformance with the plans, specifications, and special provisions. The Contractor will be notified within 14 days of receipt of the installation plan of any additional information required or changes necessary to meet the Contract requirements. All procedural approvals will be subject to trial in the field and will not relieve the Contractor of the responsibility to satisfactorily complete the work as shown on the plans and in conformance with specifications.

Place the shaft to within the following tolerances.

- Vertical plumbness: 1 in. per 10 ft. of depth
- Center of shaft located under column: 1 in. of horizontal plan position

- Center of shaft located under footing: 3 in. of horizontal plan position

Complete the embankment at bridge ends before installing drilled shafts that pass through the fill. Refer to Item 423, "Retaining Walls," for provisions for drilled shafts passing through the structural volume of retaining walls.

3.1. **Excavation**. The plans indicate the expected depths and elevations for encountering satisfactory bearing material. Excavate as required for the shafts through all materials encountered to the dimensions and elevations shown on the plans or required by the site conditions. Removal of man-made obstructions not shown on the plans will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Adjust the bottom of the shaft or alter the foundation if satisfactory founding material is not encountered at plan elevation, as approved, to satisfactorily comply with design requirements. Blasting is not allowed for excavations.

Stop drilling if caving conditions are encountered and adopt a construction method that stabilizes the shaft walls.

Do not excavate a shaft within two shaft diameters (clear) of an open shaft excavation, or one in which concrete has been placed in the preceding 24 hr.

Dispose of material excavated from shafts and not incorporated into the finished project as shown on the plans and in conformance with federal, state, and local laws.

Provide suitable access, lighting, and equipment for proper inspection of the completed excavation and checking of the dimensions and alignment of shaft excavation.

3.2. **Core Holes**. Take cores to determine the character of the supporting materials if directed. Use a method that will result in recovery of an intact sample adequate for judging the character of the founding material. Such cores should be at least 5 ft. deeper than the proposed founding grade or a depth equal to the diameter of the shaft, whichever is greater. Take these cores when the excavation is complete.

3.3. **Casing**. Use casing when necessary to prevent caving of the material, excluding groundwater, when slurry is used for hole stabilization, or when required in conformance with the Contractor's safety plan. Provide casing with an outside diameter not less than the specified diameter of the shaft. The portion of shaft below the casing may be as much as 2 in. smaller than the specified shaft diameter. No extra compensation will be made for concrete required to fill an oversized casing or oversized excavation. Use casing strong enough to withstand handling stresses and pressures of concrete and of the surrounding earth or water, and that is watertight, smooth, clean, and free of accumulations of hardened concrete.

Use construction methods that result in a minimal amount of disturbed soil trapped outside the casing. This does not apply to temporary undersized casings used to protect workers inside shafts or to drilled shafts designed for point bearing only.

Leave casing in place only if authorized or shown on the plans. Extract casing only after placing the concrete to an appropriate level. Always maintain enough concrete in the casing to counteract soil and water pressure. Rotate or move the casing up or down a few inches if necessary before and during concrete placement to facilitate extraction of the casing.

3.4. **Requirements for Slurry Displacement Method**. When soil conditions warrant, use the slurry displacement method to construct drilled shafts, unless otherwise shown on the plans. Use this method to support the sides of the excavation with processed mineral slurry that is then displaced by concrete to form a continuous concrete shaft.

Install surface casing to at least 10 ft. below existing ground before introducing slurry. Do not use casing other than surface casing. Do not use surface casing longer than 20 ft. without approval. Do not extract the surface casing until after placing the concrete.

Pre-mix slurry in a reservoir with enough capacity to fill the excavation and for recovery of the slurry during concrete placement. Do not mix slurry in the shaft excavation or other hole. Allow adequate time for hydration of the slurry before introduction into the excavation.

Maintain a head of slurry in the shaft excavation at or near ground level or higher, as necessary, to counteract groundwater pressure during and after drilling.

Use an air lift or proper size cleanout bucket, just before placing reinforcing steel, to remove any material that may have fallen from the sides of the excavation or accumulated on the bottom after the completion of drilling. Use a cleanout bucket if material is too large to be picked up using an air lift.

Re-process the hole using the auger as directed if concrete placement is not started within 4 hr. of the completion of the shaft excavation. Then clean the bottom using an air lift or cleanout bucket and check the slurry at the bottom of the hole for compliance with slurry requirements in accordance with Article 416.2., "Materials."

Agitate the congealed slurry to liquefaction if the slurry forms a gel before concrete placement, and whenever directed.

Recover and dispose of all slurry as approved, and in conformance with all federal, state, and local laws. Do not discharge slurry into or in close proximity to streams or other bodies of water.

3.5. **Reinforcing Steel**. Completely assemble the cage of reinforcing steel and place it as a unit immediately before concrete placement. The cage consists of longitudinal bars and lateral reinforcement (spiral reinforcement, lateral ties, or horizontal bands). Connect individual segments with couplers or by lapping steel as approved if overhead obstacles prevent placement of the cage as a single unit.

Extend the reinforcing steel cage as follows if the shaft is lengthened beyond plan length, unless directed otherwise.

- Extend the cage to the bottom for shafts supporting structures other than bridges.
- Extend the cage to 25 ft. or to the bottom, whichever is shorter, for bridge shafts with plan lengths less than 25 ft.
- Do not extend the cage for bridge shafts with plan lengths at least 25 ft. that are lengthened less than 33% of plan length.
- Extend the cage as directed for bridge shafts with plan lengths at least 25 ft. that are lengthened more than 33% of plan length.

If the cage does not reach the bottom of the shaft, it may be suspended, or a portion of the longitudinal steel may be extended to support the cage on the bottom of the shaft. Bars used to extend or support the cage may be lap spliced or welded by a qualified welder. Place the extension at the bottom of the shaft.

Tie spiral reinforcement to the longitudinal bars at a spacing no more than 24 in., or as required for a stable cage. Ensure lateral reinforcement is not welded to longitudinal bars unless otherwise shown on the plans.

Center the reinforcing steel cage in the excavation using approved "roller"-type centering devices unless otherwise approved. Use concrete or plastic chairs to keep the reinforcing cage off the bottom of the hole. Use centering devices starting at 1.5 ft. off from the bottom of the cage and spaced vertically at intervals not exceeding 10 ft. Use at least three centering devices per level at a spacing not to exceed 30 in. Flat or crescent-shaped centralizers ("sleds") are not allowed.

Support or hold down the cage to control vertical displacement during concrete placement or extraction of the casing. Use support that is concentric with the cage to prevent racking and distortion of the steel.

Check the elevation of the top of the steel cage before and after concrete placement or after casing extraction when casing is used. Downward movement of the steel up to 6 in. per 20 ft. of shaft length and upward movement of the steel up to 6 in. total are acceptable.

Maintain the minimum length of steel required for lap with column steel. Use dowel bars if the proper lap length is provided both into the shaft and into the column. Locate and tie all dowel bars into the cage before placing concrete.

Locate and tie anchor bolts when required before placement of concrete. Use templates or other devices to assure accurate placement of anchor bolts.

3.6. **Concrete**. Perform all work in accordance with Item 420, "Concrete Substructures." Provide concrete with maximum placement temperatures as shown in Table 4. Provide thermal analysis to show, and temperature-recording devices to verify, maximum concrete core temperature requirements are met in accordance with Section 420.4.7.14, "Mass Placements," for shafts with diameter exceeding 7 ft. Instrument the first shaft for each size shaft exceeding 7 ft. diameter, and as directed if results do not meet specifications and when the concrete mix design changes.

Table 4
Max Concrete Placing Temperature

Shaft Size	Mix Design Options 1–5	Mix Design Options 6–8
Diameter <5 ft.	95°F	95°F
5 ft. ≤ diameter ≤ 7 ft.	95°F	85°F
7 ft. < diameter	85°F	75°F

Form portions of drilled shaft that project above natural ground.

Remove loose material and accumulated seep water from the bottom of the excavation before placing concrete. No more than 3 in. of water should be present within the base of the excavation at the time of concrete placement. The rate of inflow should be confirmed by observation to be less than 12 in. per hour. Place concrete using underwater placement methods if seepage exceeds the tolerable levels cited above.

Place concrete as soon as possible after all excavation is complete and reinforcing steel is placed. Provide workable concrete that does not require vibrating or rodding. Vibrate formed portions of drilled shafts.

Place concrete continuously for the entire length of the shaft. Limit free fall of concrete to 25 ft. for dry shafts of 24-in. or smaller diameter. Use a suitable tube or tremie to prevent segregation of materials. Use a tube or tremie in sections to provide proper discharge and permit raising as the placement progresses. For dry shafts more than 24-in. diameter, concrete may be allowed to free fall an unlimited distance if it does not strike the reinforcing cage or sides of the hole during placement. Provide a hopper with a minimum 3-ft. long drop-tube at the top of the shaft to direct concrete vertically down the center of the shaft when free fall is used. Do not use a shovel or other means to simply deflect the concrete discharge from the truck.

Always maintain enough head of concrete for cased shafts above the bottom of the casing to overcome hydrostatic pressure. Extract casing at a slow, uniform rate with the pull in line with the axis of the shaft. Monitor the concrete level in the casing during extraction. Stop the extraction and add concrete to the casing as required to ensure a completely full hole upon casing removal. The elapsed time from the mixing of the first concrete placed into the cased portion of the shaft until the completion of extraction of the casing must not exceed the time for which the concrete maintains a slump of more than 4 in. in accordance with Article 416.2., "Materials." Modify the concrete mix, the construction procedures, or both for subsequent shafts if the elapsed time is exceeded.

Cure the top surface and treat any construction joint area in accordance with Item 420.

3.7. **Additional Requirements for Slurry Displacement or Underwater Concrete Placement Methods**. Place concrete on the same day the shaft is excavated and as soon as possible after all excavation is complete

and reinforcing steel is placed. Rework the hole by overdrilling a minimum 1/2 in. on all sides on the same day that concrete is placed when drilling of a hole is performed on multiple days if approved. Use an air lift or cleanout bucket of the proper size to clean the bottom of the excavation before placing the reinforcing steel cage and concrete. Place concrete through a closed tremie or pump it to the bottom of the excavation. The minimum tremie diameter will be at least six times the maximum size of aggregate used in the concrete mix, but not less than 10 in. Initially seal the tremie or pump line to positively separate the concrete from the slurry or water. Place concrete continuously from the beginning of placement until the shaft is completed. Always keep the tremie full of concrete and well submerged in the previously placed concrete if using a tremie. Raise the tremie as necessary to maintain the free flow of concrete and the stability of any casing used. Always keep the discharge tube submerged in the previously placed concrete if using a pump. Place additional concrete to ensure the removal of any contaminated concrete at the top of the shaft. Allow the top portion of concrete to flush completely from the hole at the completion of the pour until there is no evidence of slurry or water contamination. Do not attempt to remove this concrete using shovels, pumps, or other means. Level the top of shaft with hand tools as necessary.

Use a sump or other approved method to channel displaced fluid and concrete away from the shaft excavation. Recover slurry and dispose of it as approved. Do not discharge displaced fluids into or near streams or other bodies of water. Provide a collar or other means of capturing slurry and the top portion of concrete flushed from the shaft for pours over water.

Remove the tube, reseal it at the bottom, penetrate with the tube into the concrete already placed by at least 5 ft., and recharge it before continuing if concrete placement is interrupted due to withdrawal of the submerged end of the tremie or pump discharge tube before completion. If this condition exists, notify the Engineer and note the elevation and circumstances related to the loss of seal on the drilled shaft log.

The elapsed time from the mixing of the first concrete placed until the completion of concrete placement, including extraction of the casing, must not exceed the time for which the concrete maintains a slump of more than 4 in. in accordance with Article 416.2., “Materials.” Modify the concrete mix, the construction procedures, or both for subsequent shafts if the elapsed time is exceeded.

3.8. **Test Load**. Load test shafts, if required, in accordance with Item 405, “Foundation Load Test.”

3.9. **Trial Shaft**. When required on the plans, construct trial shafts to the depth and diameter shown on the plans. Trial shafts include drilling the hole, placement of the rebar cage (unless otherwise stated), and placement of the concrete. When trial shafts are required, delay start of production shafts until successful completion of trial shafts.

4. MEASUREMENT

4.1. **Drilled Shaft**. Drilled shaft foundations will be measured by the foot to the bottom of the shaft.

4.1.1. **Interior Bents and Piers**. Shafts will be measured from a point approximately 6 in. below the finished earthwork elevation at the center of each shaft, unless specific elevations or dimensions are shown on the plans or unless otherwise directed to meet unusual conditions. The bent height shown on the plans is for estimating purposes only and does not control the top-of-shaft measurement.

4.1.2. **Abutment Bents and Retaining Walls**. Shafts will be measured from the bottom of footing or cap elevation.

4.1.3. **Other Non-Bridge Structures**. Shafts, including trial shafts, will be measured from the top of the shaft.

4.2. **Core Hole**. Core holes will be measured by each core hole drilled.

5. PAYMENT

The unit prices bid for the various classifications of drilled shafts are full compensation for excavation; furnishing, placing, and removing casing; furnishing, processing, and recovering slurry; furnishing and

placing reinforcing steel; pumping; furnishing and placing concrete, including additional concrete required to fill an oversize casing or oversize excavation; conducting slump loss tests; backfilling; disposing of cuttings and slurry; and materials, tools, equipment, labor, and incidentals.

When the bottom of a drilled shaft is placed at an elevation below plan grade, no direct payment will be made for extra reinforcement placed to support the cage. The extra reinforcement will be subsidiary to the unit price bid per foot of shaft. No extra payment will be made for casings left in place, unless specified on the plans.

No payment will be made for "Drilled Shaft" until the concrete has been placed.

5.1. **Drilled Shaft**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Drilled Shaft," "Drilled Shaft (Non-Reinforced)," "Drilled Shaft (Sign Mounts)," "Drilled Shaft (High Mast Pole)," "Drilled Shaft (Roadway Illumination Pole)," or "Drilled Shaft (Traffic Signal Pole)" of the specified diameter, subject to the limitations for overruns authorized by the Engineer in accordance with Section 416.5.1.1., "Overrun."

5.1.1. **Overrun**. Payment for individual completed shaft lengths up to and including 5 ft. more than the maximum plan length shaft, in accordance with Section 416.5.1.2., "Maximum Plan Length Shaft," will be made at the unit price bid per foot of the specified diameter.

Payment for the portion of individual completed shaft length more than 5 ft. and up to and including 15 ft. more than the maximum plan length shaft, in accordance with this Item, will be made at a unit price equal to 115% of the unit price bid per foot of the specified diameter.

Payment for the portion of individual completed shaft length greater than 15 ft. more than the maximum plan length shaft, in accordance with Section 416.5.1.2., "Maximum Plan Length Shaft," will be made at a unit price equal to 125% of the unit price bid per foot of the specified diameter.

5.1.2. **Maximum Plan Length Shaft**. Payment described in the previous Sections is subject to the following provisions for extra depth drilling.

- For bridge structures, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any drilled shaft on that specific bridge.
- For retaining walls, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any drilled shaft on that specific retaining wall.
- For overhead sign structures, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any overhead sign structures included in the Contract.
- For high mast illumination poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any high mast illumination pole included in the Contract.
- For roadway illumination poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any roadway illumination pole included in the Contract.
- For traffic signal poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any traffic signal pole included in the Contract.

5.2. **Core Hole**. Core holes will be paid at $200 each.

Item 420
Concrete Substructures

1. DESCRIPTION

Construct concrete substructures including footings, columns, caps, abutments, piers, culverts, other bridge substructure elements, and other concrete structures as indicated.

2. MATERIALS

2.1. **Concrete**. Provide concrete in accordance with Item 421, "Hydraulic Cement Concrete." Provide the class of concrete for each type of structure or unit as shown on the plans or in conformance with pertinent governing specifications.

2.2. **Grout or Mortar**. Provide grout for dowelling anchors or precast connections in accordance with DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications."

2.3. **Latex Curing Materials**. Provide an acrylic-polymer latex admixture (acrylic resin emulsion in accordance with DMS-4640, "Chemical Admixtures for Concrete") suitable for producing polymer-modified concrete or mortar. Do not allow latex to freeze.

2.4. **Reinforcing Steel**. Provide reinforcing steel in accordance with Item 440, "Reinforcement for Concrete."

2.5. **Expansion Joint Material**. Provide materials in accordance with DMS-6310, "Joint Sealants and Fillers."

- Provide preformed fiber expansion joint material that conforms to the dimensions shown on the plans.
- Provide preformed bituminous fiber material unless otherwise specified.
- Provide asphalt board that conforms to dimensions shown on the plans.
- Provide re-bonded neoprene filler that conforms to the dimensions shown on the plans.

2.6. **Waterstop**. Provide rubber or polyvinyl chloride (PVC) waterstops in accordance with DMS-6160, "Water Stops, Nylon-Reinforced Neoprene Sheet, and Elastomeric Pads," unless otherwise shown on the plans.

2.7. **Curing Materials**. Provide membrane curing compounds in accordance with DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

Provide cotton mats that consist of a filling material of cotton "bat" or "bats" (at least 12 oz. per square yard) completely covered with unsized cloth (at least 6 oz. per square yard) stitched longitudinally with continuous parallel rows of stitching spaced at less than 4 in., or tuft both longitudinally and transversely at intervals less than 3 in. Provide cotton mats that are free of tears and in good general condition. Provide a flap at least 6 in. wide consisting of two thicknesses of the covering and extending along one side of the mat.

Provide polyethylene sheeting that is at least 4 mils thick and free of visible defects. Provide only clear or opaque white sheeting when the ambient temperature during curing exceeds 90°F or when applicable to control temperature during mass pours.

Provide burlap-polyethylene mats made of burlap impregnated on one side with a film of opaque white pigmented polyethylene, free of visible defects. Provide laminated mats that have at least one layer of an impervious material such as polyethylene, vinyl plastic, or other acceptable material (either as a solid sheet or impregnated into another fabric) and are free of visible defects.

Provide burlap material that complies with AASHTO M 182, Class 3 (10 oz. per square yard) with the following additions.

- Manila hemp may also be used to make burlap.
- Do not use burlap fabricated from bags.
- Do not use burlap containing any water-soluble ingredient that will retard the setting time of concrete.

Provide used burlap that complies with the requirements stated above and that has only been used previously for curing concrete. "Like new" cleanliness is not expected, but contamination with any substance foreign to the concrete curing process, such as grease or oil, will be cause for rejection.

2.8. **Epoxy**. Provide epoxy materials in accordance with DMS-6100, "Epoxies and Adhesives," unless otherwise specified.

3. EQUIPMENT

3.1. **Transporting and Placing Equipment**. Use appropriate transporting and placing equipment such as buckets, chutes, buggies, belt conveyors, pumps, or other equipment as necessary. Ensure concrete is not transported or conveyed by equipment made of aluminum.

Use tremies to control the fall of concrete or for underwater placement. Use tremies that are watertight and of large enough diameter to allow the placement of the concrete but less than 14 in. in diameter. Construct the tremie so the bottom can be sealed and opened once the tremie has been fully charged with concrete for underwater placements.

Use pumps with lines at least 5 in. inside diameter (ID) where Grade 2 or smaller coarse aggregate is used, and at least 8 in. ID for Grade 1 coarse aggregate.

3.2. **Vibrators**. Use immersion-type vibrators for consolidation of concrete. Provide at least one standby vibrator for emergency use. Furnish vibrator head covered by a rubberized or elastomeric cover when used near epoxy coated reinforcing steel.

3.3. **Temperature Recording Equipment**. Use strip chart temperature-recording devices, recording maturity meters in accordance with Tex-426-A, or other approved devices that are accurate to within ±2°F within the range of 32–212°F for mass concrete operations, for cold weather placements, and as otherwise specified.

3.4. **Artificial Heating Equipment**. Use artificial heating equipment as necessary for maintaining the concrete temperatures in accordance with Section 420.4.7.11., "Placing Concrete in Cold Weather."

3.5. **Spraying Equipment**. Use mechanically powered pressure sprayers, either air or airless, with appropriate atomizing nozzles for the application of membrane curing. Use hand-pressurized spray equipment with two or three fan-spray nozzles if approved. Ensure the spray from each nozzle overlaps the spray from adjacent nozzles by approximately 50%.

3.6. **Concrete Testing Equipment**. Provide testing equipment for use by the Engineer in accordance with Section 421.3.3., "Testing Equipment."

4. CONSTRUCTION

Obtain approval for proposed construction methods before starting work. Approval of construction methods and equipment does not relieve the Contractor's responsibility for safety or correctness of methods, adequacy of equipment, or completion of work in full accordance with the Contract.

Unless otherwise shown on the plans, it is the Contractor's option to perform testing on structural concrete (structural classes of concrete are identified as shown in Table 8 of Section 421.4.1., "Classification of Concrete Mix Designs") to determine the in-situ strength to address the schedule restrictions in accordance

with Section 420.4.1., "Schedule Restrictions." The Engineer may require the Contractor to perform this testing for concrete placed in cold weather. Make enough test specimens for Contractor-performed testing to ensure strength requirements are met for the operations listed in Section 420.4.1., "Schedule Restrictions." Make at least one set of test specimens for each element cast each day. Cure these specimens under the same conditions as the portion of the structure involved for all stages of construction. Ensure safe handling, curing, and storage of all test specimens. Provide testing personnel, and sample and test the hardened concrete in accordance with Section 421.4.8., "Sampling and Testing of Concrete." The maturity method, Tex-426-A, may be used for in-situ strength determination for schedule restrictions if approved. Coring will not be allowed for in-situ strength determination for schedule restrictions. Provide the Engineer the opportunity to witness all testing operations. Report all test results to the Engineer.

If the Contractor does not wish to perform schedule restriction testing, the Engineer's 7-day lab-cured tests, performed in accordance with Article 421.5., "Acceptance of Concrete," will be used for schedule restriction determinations. The Engineer may require additional time for strength gain to account for field curing conditions such as cold weather.

4.1. **Schedule Restrictions**. Construct and open completed structures to traffic with the following limitations unless otherwise shown on the plans.

4.1.1. **Setting Forms**. Attain at least 2,500 psi compressive strength before erecting forms on concrete footings supported by piling or drilled shafts, or on individual drilled shafts. Erect forms on spread footings and culvert footings after the footing concrete has aged at least 2 curing days in accordance with Section 420.4.10., "Curing Concrete." Place concrete only after the forms and reinforcing steel have been inspected by the Engineer.

Support tie beam or cap forms by falsework on previously placed tie beams only if the tie beam concrete has attained a compressive strength of 2,500 psi and the member is properly supported to eliminate stresses not provided for in the design. Maintain curing as required until completion of the curing period.

Place superstructure forms or falsework on the substructure only if the substructure concrete has attained a compressive strength of 3,000 psi.

4.1.2. **Removal of Forms and Falsework**. Keep in place weight-supporting forms and falsework for bridge components and culvert slabs until the concrete has attained a compressive strength of 2,500 psi in accordance with Section 420.4.11., "Removal of Forms and Falsework." Keep all forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan in accordance with Section 420.4.7.14., "Mass Placements."

4.1.3. **Placement of Superstructure Members**. Erect or place superstructure members or precast substructure members only after the substructure concrete has attained a compressive strength of 3,000 psi.

4.1.4. **Opening to Traffic**. Direct traffic culverts may be opened to construction traffic when the design strength specified in Section 421.4.1., "Classification of Concrete Mix Designs," has been attained if curing is maintained. Obtain approval before opening direct traffic culverts to the traveling public. Open other noncritical structural and nonstructural concrete for service upon the completion of curing unless otherwise specified or directed.

4.1.5. **Post-Tensioned Construction**. Ensure strength requirements shown on the plans for structural elements designed to be post-tensioned are met for stressing and staged loading of structural elements.

4.1.6. **Backfilling**. Backfill in accordance with Section 400.3.3., "Backfill."

4.2. **Plans for Falsework and Forms**. Submit plans for falsework and forms for the following items: vertical forms for piers and single column bents; load supporting forms for caps and tie-beams; form attachments for bridges to be widened; and other items as indicated or directed. Provide design calculations when requested. Show all essential details of proposed forms, falsework, and bracing. Have a licensed professional engineer design, seal, and sign these plans. Department approval is not required, except as shown in Table 1 of

Item 5, “Control of the Work,” when forms or falsework are located such that public safety can be affected, but the Department reserves the right to request modifications to the plans. The Contractor is responsible for the adequacy of these plans. Design job-fabricated formwork assuming a weight of 150 pcf for concrete, and include a live-load allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

4.3. **Falsework**. Design and construct falsework to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Consult AASHTO’s *Guide Design Specifications for Bridge Temporary Works* and *Construction Handbook for Bridge Temporary Works* for falsework and shoring information not indicated below. Submit details in accordance with Section 420.4.2., “Plans for Falsework and Forms.”

Design job-fabricated falsework assuming a weight of 150 pcf for concrete, and include a minimum live-load allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

Do not exceed the manufacturer’s maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used in falsework. Include a minimum live-load allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide timber that is sound, in good condition, and free of defects that would impair its strength. Provide timber that meets or exceeds the species, size, and grade requirements shown on the submitted falsework plans.

Provide wedges made of hardwood or metal in pairs to adjust falsework to desired elevations to ensure even bearing. Do not use wedges to compensate for incorrectly cut bearing surfaces.

Use sills or grillages large enough to support the superimposed load without settlement. Take precautions to prevent settling of the supporting material unless the sills or grillages are founded on solid rock, shale, or other hard materials.

Place falsework that cannot be founded on a satisfactory spread footing on piling or drilled shafts with enough bearing capacity to support the superimposed load without settlement. Drive falsework piling to the required resistance determined by the applicable formula in Item 404, “Driving Piling.” Design drilled shafts for falsework to carry the superimposed load using both skin friction and point bearing.

Weld in accordance with Item 448, “Structural Field Welding.” Securely brace each falsework bent to provide the stiffness required, and securely fasten the bracing to each pile or column it crosses.

Remove falsework when it is no longer required or as shown on the submitted falsework plan. Pull or cut off foundations for falsework at least 2 ft. below finished ground level. Completely remove falsework, piling, or drilled shafts in a stream, lake, or bay to the approved limits to prevent obstruction to the waterway.

4.4. **Forms**. Submit formwork plans in accordance with Section 420.4.2., “Plans for Falsework and Forms.”

4.4.1. **General**. Provide forms of either timber or metal except where otherwise specified or permitted.

Design forms for the pressure exerted by a liquid weighing 150 pcf. Take the rate of concrete placement into consideration in determining the depth of the equivalent liquid. Include a minimum live-load allowance of 50 psf of horizontal surface for job-fabricated forms. Do not exceed 125% of the Department’s allowable stresses for the design of structures.

Do not exceed the manufacturer’s maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used for forms. Include a minimum live-load allowance of 35 psf of

horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide steel forms for round columns unless otherwise approved. Refer to Item 427, “Surface Finishes for Concrete,” for additional requirements for off-the-form finishes.

Provide commercial form liners for imprinting a pattern or texture on the concrete surface as shown on the plans and in accordance with Section 427.4.3.5., “Form Liner Finish.”

Provide forming systems that are practically mortar-tight, rigidly braced, and strong enough to prevent bulging between supports, and maintain them to the proper line and grade during concrete placement. Maintain forms in a manner that prevents warping and shrinkage. Do not allow offsets at form joints to exceed 1/16 in.

Use only material that is inert, non-biodegradable, and nonabsorptive for forms to be left in place.

Construct all forms to permit their removal without marring or damaging the concrete. Clean all forms and footing areas of any extraneous matter before placing concrete. Provide openings in forms if needed for the removal of laitance or foreign matter.

Treat the facing of all forms with bond-breaking coating of composition that will not discolor or injuriously affect the concrete surface. Take care to prevent coating of the reinforcing steel.

Complete all preparatory work before requesting permission to place concrete.

Cease placement if the forms show signs of bulging or sagging at any stage of the placement, and remove the portion of the concrete causing this condition immediately as directed. Reset the forms and securely brace them against further movement before continuing the placement.

4.4.2. **Timber Forms**. Provide properly seasoned, good-quality lumber that is free of imperfections that would affect its strength or impair the finished surface of the concrete. Provide timber or lumber that meets or exceeds the requirements for species and grade shown on the submitted formwork plans.

Maintain forms or form lumber that will be reused so it stays clean and in good condition. Do not use any lumber that is split, warped, bulged, or marred, or that has defects in any way that will produce inferior work. Promptly remove such lumber from the work.

Provide form lining for all formed surfaces except:

- the inside of culvert barrels, inlets, manholes, and box girders;
- surfaces that are subsequently covered by backfill material or are completely enclosed; and
- any surface formed by a single finished board or by plywood.

Provide form lining of an approved type such as masonite or plywood. Do not provide thin membrane sheeting such as polyethylene sheets for form lining.

Use plywood at least 3/4 in. thick. Place the grain of the face plies on plywood forms parallel to the span between the supporting studs or joists unless otherwise shown on the submitted form drawings.

Use plywood for forming surfaces that remain exposed that meets the requirements for B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce Voluntary Product Standard PS 1.

Space studs and joists so the facing form material remains in true alignment under the imposed loads.

Space wales closely enough to hold forms securely to the designated lines, scabbed at least 4 ft. on each side of joints to provide continuity. Place a row of wales near the bottom of each placement.

Place facing material with parallel and square joints, securely fastened to supporting studs.

Place forms with the form panels symmetrical (long dimensions set in the same direction) for surfaces exposed to view and receiving only an ordinary surface finish in accordance with Section 420.4.13., "Ordinary Surface Finish." Make horizontal joints continuous.

Make molding for chamfer strips or other uses of materials of a grade that will not split when nailed and can be maintained to a true line without warping. Dress wood molding on all faces. Fill forms at all sharp corners and edges with triangular chamfer strips measuring 3/4 in. on the sides unless otherwise shown on the plans.

Use metal form ties of an approved type or a satisfactory substitute of a type that permits ease of removal of the metal to hold forms in place. Cut back wire ties at least 1/2 in. from the face of the concrete.

Use devices to hold metal ties in place that can develop the strength of the tie and adjust to allow for proper alignment.

Entirely remove metal and wooden spreaders that separate the forms as the concrete is being placed.

Provide adequate cleanout openings for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

4.4.3. **Metal Forms**. Requirements for timber forms regarding design, mortar tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse, and wetting also apply to metal forms, except metal forms do not require lining unless as specifically shown on the plans.

Use form metal thick enough to maintain the true shape without warping or bulging. Countersink all bolt and rivet heads on the facing sides. Design clamps, pins, or other connecting devices to hold the forms rigidly together and to allow removal without damage to the concrete. Use metal forms that present a smooth surface and line up properly. Keep metal free of rust, grease, and other foreign materials.

4.5. **Drains**. Install and construct weep holes and roadway drains as shown on the plans.

4.6. **Placing Reinforcement and Post-Tensioning**. Place reinforcement in accordance with Item 440. Do not weld reinforcing steel supports to other reinforcing steel except where shown on the plans.

Place post-tensioning ducts, anchorages, and other hardware in conformance with the approved prestressing details and in accordance with Item 426, "Post-Tensioning." Keep ducts free of obstructions until all post-tensioning operations are complete.

4.7. **Placing Concrete**. Give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement, and other preparations.

Do not place concrete when impending weather conditions would impair the quality of the finished work. Place concrete in early morning or at night or adjust the placement schedule for more favorable weather when conditions of wind, humidity, and temperature are such that concrete cannot be placed without the potential for weather-related distress.

Adequately illuminate the entire placement site as approved when mixing, placing, and finishing concrete in non-daylight hours.

Furnish adequate shelter to protect the concrete against damage from rainfall or freezing temperatures in accordance with this Item if changes in weather conditions require protective measures after work starts. Continue operations during rainfall only if approved. Use protective coverings for the material stockpiles. Cover aggregate stockpiles only to the extent necessary to control the moisture conditions in the aggregates.

Allow at least 1 curing day after the concrete has achieved initial set before placing strain on projecting reinforcement to prevent damage to the concrete.

4.7.1. **Placing Temperature**. Place concrete in accordance with the following temperature limits for the classes of concrete defined in Section 421.4.1., "Classification of Concrete Mix Designs."

- Place Class C, F, H, K, or SS concrete only when its temperature at time of placement is between 50°F and 95°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class S concrete, used in this Item only as indicated for culvert top slabs, only when its temperature is between 50°F and 85°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class A, B, and D concrete only when its temperature at the time of placement is greater than 50°F.
- Place mass concrete in accordance with Section 420.4.7.14., "Mass Placements," only when its temperature at the time of placement is between 50°F and 75°F.

4.7.2. **Transporting Time**. Begin the discharge of concrete delivered in truck mixers within the times shown in Table 14 of Item 421.

4.7.3. **Workability of Concrete**. Place concrete with a slump as specified in Section 421.4.2.5., "Slump." Water may be added to the concrete before discharging any concrete from the truck to adjust for low slump, provided that the maximum mix design water-cement ratio is not exceeded. Mix concrete in accordance with Section 421.4.6., "Mixing and Delivering Concrete," after introduction of any additional water or chemical admixtures. Do not add water or chemical admixtures after any concrete has been discharged.

4.7.4. **Transporting Concrete**. Transport concrete by buckets, chutes, buggies, belt conveyors, pumps, or other methods.

Protect concrete transported by conveyors from sun and wind to prevent loss of slump and workability. Shade or wrap with wet burlap pipes through which concrete is pumped as necessary to prevent loss of slump and workability.

Arrange and use chutes, troughs, conveyors, or pipes so the concrete ingredients will not be separated. Terminate such equipment in vertical downspouts when necessary to prevent segregation. Extend open troughs and chutes, if necessary, down inside the forms or through holes left in the forms.

Keep all transporting equipment clean and free of hardened concrete coatings. Discharge water used for cleaning clear of the concrete.

4.7.5. **Preparation of Surfaces**. Thoroughly wet all forms and hardened concrete on which concrete is to be placed before placing concrete on them. Remove any remaining puddles of excess water before placing concrete. Provide surfaces that are in a moist, saturated surface-dry (SSD) condition when concrete is placed on them.

Ensure the subgrade or foundation is moist before placing concrete on grade. Lightly sprinkle the subgrade if dry.

4.7.6. **Expansion Joints**. Construct joints and devices to provide for expansion and contraction as shown on the plans.

Use light wire or nails to anchor any preformed fiber joint material to the concrete on one side of the joint.

Ensure finished joints conform to the plans with the concrete sections completely separated by the specified opening or joint material.

Remove all concrete within the joint opening soon after form removal and again where necessary after surface finishing to ensure full effectiveness of the joint.

4.7.7. **Construction Joints**. A construction joint is the joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set. Monolithic placement means the manner and sequence of concrete placing do not create a construction joint.

Make construction joints of the type and at the locations shown on the plans. Additional joints in other members are not permitted without approval. Place authorized additional joints using details equivalent to those shown on the plans for joints in similar locations.

Make construction joints square and normal to the forms unless otherwise required. Use bulkheads in the forms for all vertical joints.

Thoroughly roughen the top surface of a concrete placement terminating at a horizontal construction joint as soon as practical after initial set is attained.

Thoroughly clean the hardened concrete surface of all loose material, laitance, dirt, and foreign matter, and saturate it with water. Remove all free water and moisten the surface before concrete or bonding grout is placed against it. Ensure the surface of the existing concrete is in an SSD condition just before placing subsequent concrete. Wet the existing concrete by ponding water on the surface for 24 hr. before placing subsequent concrete. Use high-pressure water blasting if ponding is not possible to achieve SSD conditions 15–30 min. before placing the concrete. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Draw forms tight against the existing concrete to avoid mortar loss and offsets at joints.

Bonding agents are not required unless indicated otherwise. Coat the joint surface with bonding mortar, grout, epoxy, or other material if a bonding agent is required as shown on the plans. Provide Type V epoxy in accordance with DMS-6100 for bonding fresh concrete to hardened concrete. Place the bonding epoxy on a clean, dry surface, and place the fresh concrete while the epoxy is still tacky. Place bonding mortar or grout on a surface that is SSD and place the concrete before the bonding mortar or grout dries. Place other bonding agents in conformance with the manufacturer's recommendations.

4.7.8. **Handling and Placing**. Minimize segregation of the concrete and displacement of the reinforcement when handling and placing concrete. Produce a uniform, dense compact mass.

Ensure concrete free falls no more than 5 ft. except in the case of drilled shafts, thin walls such as in culverts, or as allowed in conformance with other Items. Remove any hardened concrete splatter ahead of the plastic concrete.

Fill each part of the forms by depositing concrete as near to its final position as possible. Do not deposit large quantities of concrete at one point and run or move the concrete along to fill the forms.

Deposit concrete in the forms in layers of suitable depth but no more than 36 in. deep unless otherwise permitted.

Avoid cold joints in a monolithic placement. Sequence successive layers or adjacent portions of concrete so they can be vibrated into a homogeneous mass with the previously placed concrete before it sets. Allow no more than 1 hr. to elapse between adjacent or successive placements of concrete when re-vibration of the concrete is shown on the plans, except as otherwise allowed by an approved placing procedure. This time limit may be extended by 1/2 hr. if the concrete contains at least the minimum recommended dosage of a Type B or Type D admixture.

4.7.9. **Consolidation**. Carefully consolidate concrete and flush mortar to the form surfaces using immersion-type vibrators. Do not use vibrators that operate by attachment to forms or reinforcement except where approved on steel forms.

Vibrate the concrete immediately after deposit. Systematically space points of vibration to ensure complete consolidation and thorough working of the concrete around the reinforcement and embedded fixtures, and into the corners and angles of the forms. Insert the vibrators vertically where possible. Vibrate the entire depth of each lift, allowing the vibrator to penetrate several inches into the preceding lift. Do not use the vibrator to move the concrete to other locations in the forms. Do not drag the vibrator through the concrete. Thoroughly consolidate concrete along construction joints by operating the vibrator along and close to but not against the joint surface. Continue the vibration until the concrete surrounding reinforcements and fixtures is completely consolidated. Hand-spade or rod the concrete if necessary to ensure flushing of mortar to the surface of all forms.

4.7.10. **Installation of Dowels and Anchor Bolts**. When shown on the plans, provide an Adhesive Anchor Installer certified by ACI. Install dowels and anchor bolts by casting them in place or by grouting with grout, epoxy, or epoxy mortar unless specified otherwise. Form or drill holes for grouting. Follow the manufacturer's recommended installation procedures for pre-packaged grout or epoxy anchor systems. Test anchors if required on the plans or in conformance with other Items.

Drill holes for anchor bolts to accommodate the bolt embedment required by the plans. Make holes for dowels at least 12 in. deep unless otherwise shown on the plans. Make the hole diameter at least twice the dowel or bolt diameter, but not exceeding the dowel or bolt diameter plus 1-1/2 in. when using cementitious grout or epoxy mortar. Make the hole diameter 1/16–1/4 in. greater than the dowel or bolt diameter when using neat epoxy unless specified otherwise by the epoxy manufacturer.

Thoroughly clean holes of all loose material, oil, grease, or other bond-breaking substance, and blow them clean with filtered compressed air. Use a wire brush followed by oil-free compressed air to remove all loose material from the holes, repeating as necessary until no more material is removed. Ensure holes are in a surface-dry condition when epoxy-type materials are used and in a surface-moist condition when cementitious grout is used. Develop and demonstrate for approval a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts. Completely fill the void between the hole and dowel or bolt with grouting material. Follow exactly the requirements for cleaning in conformance with the product specifications for pre-packaged systems.

Provide hydraulic cement grout for cast-in-place or grouted systems in accordance with DMS-4675. Provide a Type III epoxy in accordance with DMS-6100 when neat epoxy is used for anchor bolts or dowels. Provide Type VIII epoxy in accordance with DMS-6100 when an epoxy grout is used. Provide grout, epoxy, or epoxy mortar as the binding agent unless otherwise shown on the plans.

Provide other anchor systems as required on the plans.

4.7.11. **Placing Concrete in Cold Weather**. Protect concrete placed under weather conditions where weather may adversely affect results. Permission given by the Engineer for placing during cold weather does not relieve the Contractor of responsibility for producing concrete equal in quality to that placed under normal conditions. Remove and replace concrete as directed at the Contractor's expense if it is determined unsatisfactory due to poor conditions.

Do not place concrete in contact with any material coated with frost or with a temperature of 32°F or lower. Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved. Place concrete when the ambient temperature in the shade is at least 35°F and rising or above 40°F.

Provide and install recording thermometers, maturity meters, or other suitable temperature-measuring devices to verify all concrete is effectively protected as follows.

- Maintain the temperature at all surfaces of concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, top slabs of non-direct traffic culverts, and other similar formed concrete at or above 40°F for 72 hr. from the time of placement.
- Maintain the temperature of all other concrete, including the bottom slabs (footings) of culverts, placed on or in the ground above 32°F for 72 hr. from the time of placement.

Use additional covering, insulated forms, or other means and, if necessary, supplement the covering with artificial heating. Avoid applying heat directly to concrete surfaces. Cure in accordance with Section 420.4.10., "Curing Concrete," during this period until all requirements for curing have been satisfied.

Have all necessary heating and covering material ready for use before permission is granted to begin placement when impending weather conditions indicate the possible need for temperature protection.

4.7.12. **Placing Concrete in Hot Weather**. Keep the concrete at or below the maximum temperature at time of placement in accordance with Section 420.4.7.1., "Placing Temperature." Sprinkle and shade aggregate stockpiles or use ice, liquid nitrogen systems, or other approved methods as necessary to control the concrete temperature.

4.7.13. **Placing Concrete in Water**. Deposit concrete in water only when shown on the plans or with approval. Make forms or cofferdams tight enough to prevent any water current passing through the space in which the concrete is being deposited. Do not pump water during the concrete placing or until the concrete has set for at least 36 hr.

Place the concrete using a tremie or pump, or use another approved method, and do not allow it to fall freely through the water or disturb it after it is placed. Keep the concrete surface level during placement.

Support the tremie or operate the pump so it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. Keep the lower end of the tremie or pump hose submerged in the concrete. Use continuous placing operations until the work is complete.

Design the concrete mix in accordance with Item 421 with a minimum cement content of 650 lb. per cubic yard for concrete to be placed under water. Include an anti-washout admixture in the mix design as necessary to produce a satisfactory finished product.

4.7.14. **Mass Placements**. Develop and obtain approval for a heat control plan for monolithic placements designated on the plans as mass concrete to ensure the following during the heat dissipation period:

- the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35°F and
- the temperature at the central core of the placement does not exceed 160°F.

Use the ConcreteWorks© software available from the Department, or another approved method in accordance with ACI 207, "Mass Concrete," to develop the heat control plan. The Department will make available technical assistance on the use of ConcreteWorks©. Develop the heat control plan using historical temperature ranges for the anticipated time of the mass placement. Re-create the plan if the work schedule shifts by more than one month.

The heat control plan may include a combination of the following elements:

- selection of concrete ingredients including aggregates, gradation, and cement types, to minimize heat of hydration;
- use of ice or other concrete cooling ingredients;
- use of liquid nitrogen dosing systems;
- controlling rate or time of concrete placement;
- use of insulation or supplemental external heat to control heat loss;
- use of supplementary cementing materials;

- use of a cooling system to control the core temperature; or
- vary the duration for which formwork remains in place.

Furnish and install two pairs of temperature-recording devices, maturity meters, or other approved equivalent devices. Install devices to measure the surface temperature no more than 3 in. from the surface. Install devices to measure the core temperature half the least dimension from the nearest surface near the point of maximum predicted heat. Use these devices to simultaneously measure the temperature of the concrete at the core and the surface. Maintain temperature control methods for 4 days unless otherwise approved in conformance with the submitted heat control plan. Do not use maturity meters to predict strength of mass concrete. Revise the heat control plan as necessary to maintain the temperature limitations shown above.

If the core temperature exceeds 160°F, the mass concrete element will be subject to review and acceptance by the Engineer using forensic analyses to determine its potential reduction in service life or performance. Proceed with subsequent construction on the affected element only when notified regarding acceptance. Repair any resulting cracking if the temperature differential between the central core of the placement and the nearest concrete surface exceeds 35°F at no expense to the Department and revise the heat control plan as necessary to prevent further occurrences.

4.7.15. **Placing Concrete in Foundation and Substructure**. Do not place concrete in footings until the depth and character of the foundation have been inspected and permission has been given to proceed.

Place concrete footings upon seal concrete after the cofferdams are free of water and the seal concrete is cleaned. Perform any necessary pumping or bailing during the concreting from a suitable sump located outside the forms.

Construct or adjust all temporary wales or braces inside cofferdams as the work proceeds to prevent unauthorized construction joints.

Omit forms when footings can be placed in a dry excavation without the use of cofferdams, if approved, and fill the entire excavation with concrete to the elevation of the top of footing.

Place concrete in columns monolithically between construction joints unless otherwise directed. Columns and caps or tie beams supported on them may be placed in the same operation or separately. Allow for settlement and shrinkage of the column concrete, if placed in the same operation, by placing it to the lower level of the cap or tie beam, and delay placement between 1 hr. and 2 hr. before proceeding with the cap or tie beam placement.

4.7.16. **Placing Concrete in Box Culverts**. Allow between 1 hr. and 2 hr. to elapse where the top slab and walls are placed monolithically in culverts more than 4 ft. in clear height before placing the top slab to allow for settlement and shrinkage in the wall concrete.

Accurately finish the footing slab at the proper time to provide a smooth, uniform surface. Finish top slabs that carry direct traffic in accordance with Item 422, “Concrete Superstructures.” Give top slabs of fill-type culverts a float finish.

4.8. **Extending Existing Substructures**. Verify pertinent dimensions and elevations of the existing structure before ordering any required materials.

4.8.1. **Removal**. Remove portions of the existing structure to the lines and dimensions shown on the plans or as directed. Dispose of these materials as shown on the plans or as directed. Repair any portion of the remaining structure damaged by the construction.

Do not use explosives to remove portions of the existing structure unless approved in writing. Do not use a demolition ball, other swinging weight, or impact equipment unless shown on the plans. Use pneumatic or hydraulic tools for final removal of concrete at the “break” line. Use removal equipment, as approved, that will not damage the remaining concrete.

4.8.2. **Reuse of Removed Portions of Structure**. Detach and remove all portions of the old structure that are to be incorporated into the extended structure to the lines and details as shown on the plans or as directed. Move the unit to be reused to the new location specified using approved methods. Place the reinforcement and extension concrete as shown on the plans.

4.8.3. **Splicing Reinforcing Steel**. Splice new reinforcing bars to exposed bars in the existing structure using lap splices in accordance with Item 440, unless otherwise shown on the plans. The new reinforcing steel does not need to be tied to the existing steel where spacing or elevation does not match that of the existing steel, provided the lap length is attained. Weld in accordance with Item 448 when welded splices are permitted. Install any required dowels in accordance with Section 420.4.7.10., "Installation of Dowels and Anchor Bolts."

4.8.4. **Concrete Preparation**. Roughen and clean concrete surfaces that are in contact with new construction before placing forms. Prepare these construction joint surfaces in accordance with Section 420.4.7.7., "Construction Joints."

4.9. **Treatment and Finishing of Horizontal Surfaces**. Strike off to grade and finish all unformed upper surfaces. Do not use mortar topping for surfaces constructed under this Section.

Float the surface with a suitable float after the concrete has been struck off.

Slope the tops of caps and piers between bearing areas from the center slightly toward the edge, and slope the tops of abutment and transition bent caps from the backwall to the edge, as directed, so water drains from the surface. Give the concrete a smooth trowel finish. Construct bearing areas for steel units in accordance with Section 441.3.11.6., "Bearing and Anchorage Devices." Give the bearing area under the expansion ends of concrete slabs and slab and girder spans a steel-trowel finish to the exact grades required. Give bearing areas under elastomeric bearing pads or nonreinforced bearing seat buildups a textured, wood float finish. Do not allow the bearing area to vary from a level plane more than 1/16 in. in all directions.

Cast bearing seat buildups or pedestals for concrete units integrally with the cap or a construction joint. Provide a latex-based mortar, an epoxy mortar, or an approved proprietary bearing mortar for bearing seat buildups cast with a construction joint. Mix mortars in conformance with the manufacturer's recommendations. Construct pedestals of Class C concrete, reinforced as shown on the plans or as indicated in Figure 1 and Figure 2. The Engineer of Record will design pedestals higher than 12 in.

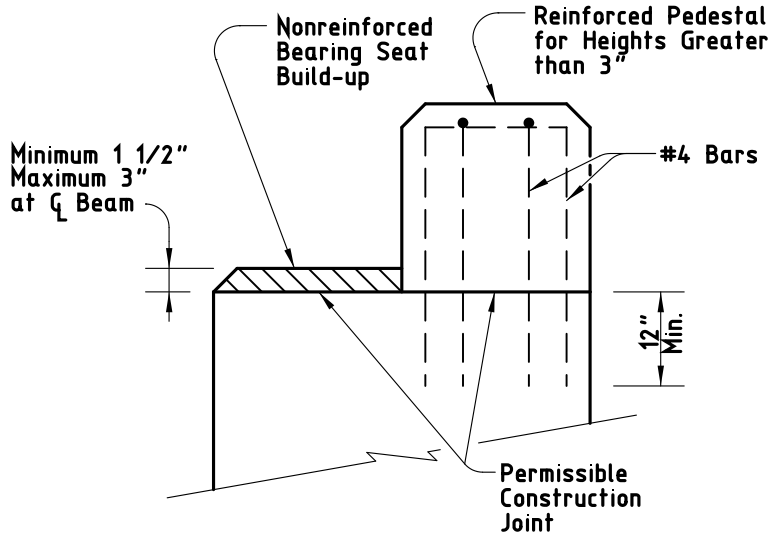


Figure 1
Section Through Bearing Seat Buildups

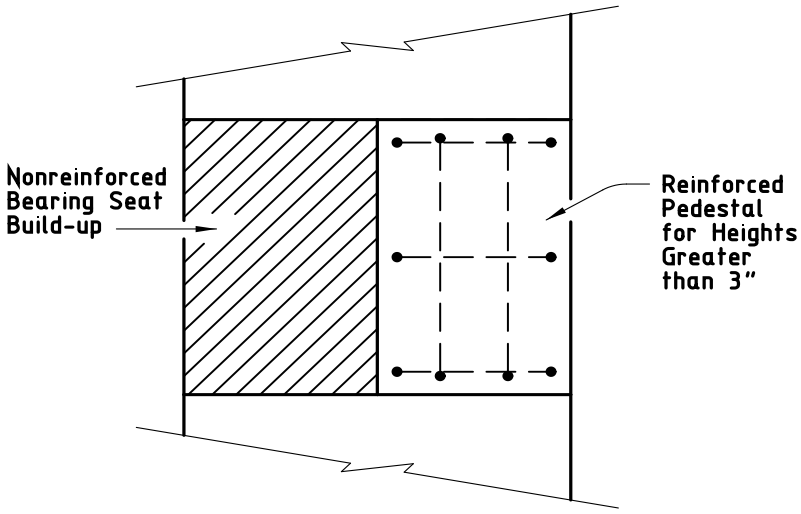


Figure 2
Plan View of Bearing Seat Buildups

4.10. **Curing Concrete**. Obtain approval of the proposed curing methods, equipment, and materials before placing concrete. The Engineer may require the same curing methods for like portions of a single structure. Inadequate curing or facilities may delay all concrete placements on the project until remedial action is taken.

A curing day is a calendar day when the temperature, taken in the shade away from artificial heat, is above 50°F for at least 19 hr. or, on colder days if the temperature of all surfaces of the concrete is maintained above 40°F, for the entire 24 hr. The required curing period begins when all concrete has attained its initial set unless specified otherwise. Tex-440-A may be used to determine when the concrete has attained its initial set.

Cure all concrete for 4 consecutive days except as allowed for the curing options listed below. Use form or membrane curing for vertical surfaces unless otherwise approved. Use only water curing for horizontal surfaces of high-performance concrete (HPC) or mass concrete. Use water or membrane curing for horizontal or unformed surfaces for all other concrete.

Use one of the following curing options for vertical surfaces, unless specified otherwise.

- Form cure for 48 hr. after placement.
- Form cure for 12 hr. after placement followed by membrane curing.
- For HPC, form cure for 48 hr. after placement followed by membrane curing.
- For mass concrete, form cure in conformance with the heat control plan followed by membrane curing if forms are removed before 4 days.

Apply membrane curing, if used, within 2 hr. of form removal.

Use only water curing in accordance with this Section for the top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (e.g., stub walls, caps with backwalls, and risers).

Cure all other concrete in conformance with the pertinent Items. Use the following methods for curing concrete in accordance with this Item.

4.10.1. **Form Curing**. When forms are left in intimate contact with the concrete, other curing methods are not required except for exposed surfaces and for cold weather protection. Use another approved curing method if forms are removed before the 4-day required curing period.

4.10.2. **Water Curing**. Keep all exposed surfaces of the concrete wet continuously for the required curing time. Use water curing in accordance with concrete mixing water in Section 421.2.5., "Water." Do not use seawater or water that stains or leaves an unsightly residue.

4.10.2.1. **Blankets**. Keep the concrete continuously wet by maintaining wet cotton or burlap mats in direct contact with the concrete for the required curing time. Weight the mats adequately to provide continuous contact with all concrete. Cover surfaces that cannot be cured by direct contact with mats, forming an enclosure well anchored to the forms or ground so outside air cannot enter the enclosure. Provide sufficient moisture inside the enclosure to keep all surfaces of the concrete wet.

4.10.2.2. **Water Spray**. Overlap sprays or sprinklers to keep all unformed surfaces continuously wet.

4.10.2.3. **Ponding**. Cover the surfaces with at least 2 in. of clean granular material, always kept wet, or at least 1 in. of deep water. Use a dam to retain the water or saturated granular material.

4.10.3. **Membrane Curing**. Choose either Type 1-D or Type 2 membrane-curing compound unless otherwise shown on the plans. Use the same type of curing compound on an individual member.

Apply membrane curing just after free moisture has disappeared at a rate of approximately 180 sq. ft. per gallon. Do not spray curing compound on projecting reinforcing steel or concrete that will later form a construction joint. Do not apply membrane curing to dry surfaces. Dampen formed surfaces and surfaces that have been given a first rub, so they are moist at the time of application of the membrane.

Leave the film unbroken for the minimum curing period specified when membrane is used for complete curing. Correct damaged membrane immediately by reapplication of membrane. Polyethylene sheeting, burlap-polyethylene mats, or laminated mats in close contact with the concrete surfaces are equivalent to membrane curing.

4.11. **Removal of Forms and Falsework**. Remove forms for vertical surfaces after the concrete has aged at least 12 hr. after initial set, provided the removal can be done without damage to the concrete, unless otherwise directed. Keep forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan in accordance with Section 420.4.7.14., "Mass Placements."

Leave in place weight-supporting forms and falsework spanning more than 1 ft. for all bridge components and culvert slabs except as directed otherwise until the concrete has attained a compressive strength of 2,500 psi. Remove forms for other structural components as necessary.

Remove inside forms (walls and top slabs) for box culverts and sewers after concrete has attained a compressive strength of 1,800 psi if an approved overhead support system is used to transfer the weight of the top slab to the walls of the box culvert or sewer before removal of the support provided by the forms.

Forms or parts of forms may be removed only if constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

Remove all metal appliances used inside forms for alignment to a depth of at least 1/2 in. from the concrete surface. Make the appliances so metal may be removed without undue chipping or spalling of the concrete, and so it leaves a smooth opening in the concrete surface when removed. Do not burn off rods, bolts, or ties.

Remove all forms and falsework unless otherwise directed.

4.12. **Defective Work**. Repair defective work as soon as possible. Remove and replace at the expense of the Contractor any defect that cannot be repaired to the satisfaction of the Engineer.

4.13. **Ordinary Surface Finish**. Apply an ordinary surface finish to all concrete surfaces. Provide surfaces with uniform appearance. Address defects and surface irregularities not consistent with the intent of the expected finish by the following:

- Chip away all loose or broken material to sound concrete where porous, spalled, or honeycombed areas are visible after form removal.
- Repair spalls in accordance with the *Concrete Repair Manual* available on the Department's website.
- Clean and fill holes or spalls caused by the removal of metal appliances used inside forms, with latex grout, cement grout, or epoxy grout as approved. Do not blend the patch with the surrounding concrete.
- Remove all fins, rust staining, runs, drips, or mortar from surfaces that will be exposed. Smooth all form marks and chamfer edges by grinding or dry-rubbing.
- Ensure all repairs are dense, well-bonded, and properly cured. Finish exposed large repairs to blend with the surrounding concrete where a higher class of finish is not specified.

Apply an ordinary surface finish as the final finish to the following exposed surfaces unless specified otherwise:

- inside and top of inlets,
- inside and top of manholes,
- inside of sewer appurtenances, and
- inside of culvert barrels.

Form marks and chamfer edges do not need to be smoothed for the inside of culvert barrels.

5. MEASUREMENT

This Item will be measured by the cubic yard, square yard, foot, square foot, or each structure.

5.1. **General**. Concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer.

In determining quantities, no deductions will be made for chamfers less than 2 in. or for embedded portions of steel or prestressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, ducts and voids for prestressed tendons, or embedded portions of light fixtures.

Variation in concrete headwall quantity incurred when an alternate bid for pipe is permitted will not be cause for payment adjustment.

Quantities revised by a change in design, measured as specified, will be increased or decreased and included for payment.

5.2. **Plans Quantity**. Structure elements shown in Table 1 and measured by the cubic yard are plans quantity measurement items. The quantity to be paid for plans quantity items is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

No adjustment will be made for footings or other in-ground elements where the Contractor has been allowed to place concrete in an excavation without forms.

Table 1
Plans Quantity Payment
(Cubic Yard Measurement Only)

Culverts and culvert wing walls	Abutments
Headwalls for pipe	Footings
Retaining walls	Pile bent caps
Inlets and manholes	Post-tensioned elements

Note—Other elements, including pier and bent concrete, may be paid for as "plans quantity" when shown on the plans.

5.3. **Measured in Place**. Items not paid for as "plans quantity" will be measured in place.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the class of concrete and element identified and by the special designation when appropriate. This price is full compensation for furnishing, hauling, and mixing concrete materials; furnishing, bending, fabricating, splicing, welding, and placing the required reinforcement; clips, blocks, metal spacers, ties, wire, or other materials used for fastening reinforcement in place; placing, finishing, and curing concrete; mass placement controls; applying ordinary surface finish; installing bridge identification numbers; furnishing and placing drains, metal flashing strips, and expansion joint material; excavation; subgrade preparation; and forms and falsework, and for equipment, labor, tools, and incidentals.

Price will be adjusted in accordance with Article 421.6., "Measurement and Payment," when required to address non-compliance of project acceptance testing.

Design and installation of foundations for falsework are at the Contractor's expense.

In addition to the work described above, for extending structures the unit prices bid for the various classifications of concrete shown are full compensation for removing and disposing of, if necessary, the designated portion of the existing structure; removing, stockpiling if necessary, and replacing headwall units for reuse; cleaning, bending, and cutting of exposed reinforcing steel; splicing of new reinforcing steel to existing reinforcing steel; installation of dowels; and cleaning and preparing existing concrete surfaces.

Item 421
Hydraulic Cement Concrete

1. DESCRIPTION

Furnish hydraulic cement concrete for concrete pavements, concrete structures, and other concrete construction.

2. MATERIALS

Use materials from prequalified sources listed on the Department website. Provide aggregates from sources listed in the Department's Concrete Rated Source Quality Catalog (CRSQC). Use materials from non-listed sources only when tested and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources. Do not combine approved material with unapproved material.

2.1. **Cement**. Furnish cement in accordance with DMS-4600, "Hydraulic Cement."

2.2. **Supplementary Cementitious Materials (SCMs)**.

- **Coal Ash**. Furnish sources of fly ash, modified fly ash (MFA), harvested coal ash (HCA), and ground bottom ash (GBA) in accordance with DMS-4610, "Coal Ash."
- **Slag Cement**. Furnish slag cement in accordance with DMS-4620, "Slag Cement."
- **Silica Fume**. Furnish silica fume in accordance with DMS-4630, "Silica Fume."
- **Natural Pozzolans**. Furnish natural pozzolans in accordance with DMS-4635, "Natural Pozzolans."

2.3. **Cementitious Material.** Cementitious materials are the cement and SCMs used in concrete.

2.4. **Chemical Admixtures**. Furnish admixtures in accordance with DMS-4640, "Chemical Admixtures for Concrete."

2.5. **Water**. Furnish mixing and curing water that is free of oils, acids, organic matter, or other deleterious substances. Water from municipal supplies approved by the Texas Department of Health will not require testing. Provide test reports showing compliance with Table 1 before use when using water from other sources.

Water that is a blend of concrete wash water and other acceptable water sources, certified by the concrete producer as complying with the requirements shown in Table 1 and Table 2, may be used as mix water. Test the blended water weekly for 4 weeks for compliance with Table 1 and Table 2 or provide previous test results. Then test every month for compliance. Provide water test results upon request.

Do not use mix water that has an adverse effect on the air-entraining agent, on any other chemical admixture, or on strength or time of set of the concrete. Use mixing and curing water free of iron and other impurities that may cause staining or discoloration when using white hydraulic cement.

Table 1
Chemical Limits for Mix Water

Contaminant	Test Method	Max Concentration (ppm or mg\L)
Chloride (Cl)	ASTM C114[1]	
Prestressed concrete		500
Bridge decks & superstructure		500
All other concrete		1,000
Sulfate (SO4)	ASTM C114[1]	2,000
Alkalis (Na2O + 0.658K2O)	ASTM C114[1]	600
Total solids	ASTM C1603	50,000

1. ASTM C114 includes reference and alternative test methods to measure the concentration of chlorides, sulfates, and alkalis in solutions prepared from dissolving cementitious materials. Use the applicable Test Methods in C114 to measure these constituents. The laboratory performing these tests is not required to conform to the method qualification requirements of Test Methods C114. Alternative instrumental and wet chemistry methods not listed in Test Methods C114 that measure the concentration of these chemical species in solution are permitted. When alternative methods are used, the test method used will be included in the report.

Table 2
Acceptance Criteria for Questionable Water Supplies

Property	Test Method	Limits
Compressive strength, Min % control at 7 days	ASTM C31, ASTM C39[1,2]	90
Time of set, deviation from control, h:min.	ASTM C403	From 1:00 early to 1:30 later

1. Base comparisons on fixed proportions and the same volume of test water compared to the control mix using 100% potable water or distilled water.
2. Base comparisons on sets consisting of at least two standard specimens made from a composite sample.

2.6. **Aggregate**.

2.6.1. **Coarse Aggregate**. Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycled crushed hydraulic cement concrete, crushed stone, or combinations that are free of frozen material and injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.

Provide coarse aggregate with the requirements shown in Table 3 unless otherwise shown on the plans.

Table 3
Coarse Aggregate Requirements

Description	Test Method	Limit
Weight of clay lumps, % Max	Tex-413-A	0.25
Weight of shale, % Max		1.0
Weight of laminate and friable particle, % Max		5.0
L.A. abrasion wear, % Max	Tex-410-A	40
5-cycle magnesium sulfate soundness,[1,2] non-air-entrained concrete, % Max	Tex-411-A	25
5-cycle magnesium sulfate soundness,[1,3], air-entrained concrete, % Max		18
Loss by decantation, % Max	Tex-406-A	1.5

1. Recycled crushed hydraulic cement concrete is not subject to 5-cycle magnesium sulfate soundness requirements.
2. Allowed when air-entrained concrete is used at the Contractor's option.
3. Only when air-entrained concrete is required by the plans.

Increase the loss by decantation limit to 3.0% for all classes of concrete and 5.0% for Class A, B, and P if the material finer than the No. 200 sieve is determined to be at least 85% calcium carbonate in accordance with Tex-406-A, Part III, in the case of coarse aggregates made primarily from crushing stone, unless otherwise shown on the plans. Provide test results upon request.

Provide coarse aggregate or combination of aggregates conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A unless otherwise specified.

Table 4
Coarse Aggregate Gradation Chart

Aggregate Grade No.[1]	Maximum Nominal Size	Percent Passing on Each Sieve								
		2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	#4	#8
1	2"	100	80–100	50–85	–	20–40	–	–	0–10	–
2	1-1/2"	–	100	95–100	–	35–70	–	10–30	0–10	–
3	1-1/2"	–	100	95–100	–	60–90	25–60	–	0–10	–
4 (57)	1"	–	–	100	95–100	–	25–60	–	0–10	0–5
5 (67)	3/4"	–	–	–	100	90–100	–	20–55	0–10	0–5
6 (7)	1/2"	–	–	–	–	100	90–100	40–70	0–15	0–5
7	3/8"	–	–	–	–	–	100	70–95	0–25	–
8	3/8"	–	–	–	–	–	100	95–100	20–65	0–10

1. Corresponding ASTM C33 gradation shown in parentheses.

2.6.2. **Fine Aggregate**. Provide fine aggregate consisting of clean, hard, durable particles of natural, manufactured sand; recycled crushed hydraulic cement concrete; slag; lightweight aggregate; or a combination thereof. Provide fine aggregate free of frozen material and injurious amounts of salt, alkali, vegetable matter, or other objectionable material.

Provide fine aggregates in accordance with Table 5 unless otherwise shown on the plans.

Table 5
Fine Aggregate Requirements

Description	Test Method	Limit
Weight of clay lumps, % Max	Tex-413-A	0.50
Organic impurities[1]	Tex-408-A	Color not darker than standard
Sand equivalent, Min	Tex-203-F	80
Fineness modulus	Tex-402-A	2.3–3.1

1. Only when air-entrained concrete is specified.

Provide fine aggregate or combinations of aggregates conforming to the gradation requirements shown in Table 6 when tested in accordance with Tex-401-A unless otherwise specified.

Table 6
Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	% Passing
3/8"	100
#4	95–100
#8	80–100
#16	50–85
#30	25–65
#50	10–35[1]
#100	0–10
#200	0–3[2]

1. 6–35 when sand equivalent value is greater than 85.
2. 0–6 for manufactured sand.

2.6.3. **Intermediate Aggregate**. Provide intermediate aggregate consisting of clean, hard, durable particles of natural, manufactured sand; slag; recycled crushed hydraulic cement concrete; lightweight aggregate; or a combination thereof when optimized aggregate gradation (OAG) concrete is specified or when used at the Contractor's option. Provide intermediate aggregate free of frozen material and injurious amounts of salt, alkali, vegetable matter, or other objectionable material.

Provide intermediate aggregate in accordance with Table 7.

Table 7
Intermediate Aggregate Requirements

Description	Test Method	Limit
Weight of clay lumps, % Max	Tex-413-A	0.50
L.A. abrasion wear,[1] % Max	Tex-410-A	40
5-cycle magnesium sulfate soundness,[1,2,3], non-air-entrained concrete, % Max	Tex-411-A	25
5-cycle magnesium sulfate soundness,[1,2,4], air-entrained concrete, % Max		18
Organic impurities[5]	Tex-408-A	Color not darker than standard
Loss by decantation,[1] % Max	Tex-406-A	1.5

1. Applies only to the portion retained on the No. 4 sieve, if more than 30% of the intermediate aggregate is retained on the No. 4 sieve.
2. Recycled crushed hydraulic cement concrete is not subject to 5-cycle magnesium sulfate soundness requirements.
3. Allowed when air-entrained concrete is used at the Contractor's option.
4. Only when air-entrained concrete is required by the plans.
5. Applies only to the portion passing the 3/8-in. sieve, if more than 30% of the intermediate aggregate is passing the 3/8-in. sieve.

For the portion retained on the No. 4 sieve, if more than 30% of the intermediate aggregate is retained on the No. 4 sieve, and in the case of aggregates made mainly from crushing stone, unless otherwise shown on the plans, the loss by decantation may be increased to 3.0% for all classes of concrete and 5.0% for Class A, B, and P if the material finer than the No. 200 sieve is determined to be at least 85% calcium carbonate in accordance with Tex-406-A, Part III. Provide test results upon request.

2.7. **Mortar and Grout**. Furnish pre-packaged grouts in accordance with DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications," when specified for applications other than post-tension grouting.

When grouting or mortaring stone riprap is shown on the plans, provide mortar and grout consisting of one part hydraulic cement, two parts sand, and sufficient water to provide the desired consistency. Other mix proportions allowed as approved. Provide mortar with a consistency such that the mortar can be easily handled and spread by trowel. Provide grout of a consistency that will flow into and completely fill all voids.

Section 421.4.2.6., "Mix Design Options," does not apply for mortar and grout.

2.8. **Storage of Materials**.

2.8.1. **Cement and Supplementary Cementitious Materials**. Store all cement and supplementary cementitious materials in weatherproof enclosures that will protect the materials from dampness or absorption of moisture.

When permitted, small quantities of packaged cementitious material may be stored in the open, on a raised platform, and under waterproof covering for up to 48 hr.

2.8.2. **Aggregates**. Handle and store concrete aggregates in a manner that prevents contamination by foreign materials. Clear and level the sites for the stockpiles of all vegetation if the aggregates are stored on the ground, and do not use the bottom 6-in. layer of aggregate without cleaning the aggregate before use.

Maintain separate stockpiles and prevent intermixing when conditions require the use of two or more grades of coarse aggregates. Separate the stockpiles using physical barriers where space is limited. Store aggregates from different sources in different stockpiles unless the Engineer authorizes pre-blending of the aggregates. Minimize segregation in stockpiles. Remix and test stockpiles when segregation is apparent.

Sprinkle stockpiles to control moisture and temperature as necessary. Maintain reasonably uniform moisture content in aggregate stockpiles.

2.8.3. **Chemical Admixtures**. Store admixtures in conformance with manufacturer's recommendations in tanks that are clearly labeled and prevent admixtures from freezing.

3. EQUIPMENT

3.1. **Concrete Plants and Mixing Equipment**. Except for volumetric stationary plant or truck (auger) mixers, each plant and truck mixer must be certified by NRMCA or have an inspection report signed and sealed by a licensed professional engineer showing concrete measuring, mixing, and delivery equipment meets all requirements of ASTM C94. A new certification or signed and sealed report is required every time a plant is moved. Plants with a licensed professional engineer's inspection require re-inspection every 2 yr. Provide a copy of the certification or the signed and sealed inspection report to the Engineer. Remove equipment or facilities from service until corrected when they fail to meet specification requirements.

When allowed as shown on the plans or by the Engineer, for concrete classes not identified as structural concrete in Table 8 or for Class C concrete not used for bridge-class structures, the Engineer may inspect and approve all plants and trucks instead of NRMCA or non-Department engineer-sealed certifications. The criteria and frequency of Engineer approval of plants and trucks are the same used for NRMCA certification.

Inspect and furnish inspection reports of the condition of blades and fins and their percent wear from the original manufacturer's design for all mixing and agitating equipment annually. Repair mixing equipment exhibiting 10% or more wear before use. If an inspection within 12 mo. is not practical, a 2-mo. grace period (for a maximum of 14 mo. between inspections) is permitted.

3.1.1. **Scales**. Check all scales before beginning of operations, after each move, or whenever their accuracy or adequacy is questioned, and at least once every 6 mo. Immediately correct deficiencies, and recalibrate. Provide a record of calibration showing scales in compliance with ASTM C94 requirements. Check batching accuracy of volumetric water batching devices at least every 90 days. Check batching accuracy of chemical admixture dispensing devices at least every 6 mo. Perform daily checks as necessary to ensure measuring accuracy. Check electronic aggregate moisture probes at least every 90 days in accordance with Tex-409-A, and be accurate to within 1.0% of the actual moisture content.

3.1.2. **Volumetric Mixers**. Provide volumetric mixers with rating plates defining the capacity and the performance of the mixer in accordance with the Volumetric Mixer Manufacturers Bureau or equivalent. Provide volumetric mixers that comply with ASTM C685. Provide test data showing mixers meet the uniformity test requirements in accordance with Tex-472-A.

Unless allowed on the plans or by the Engineer, volumetric truck (auger) mixers may not supply classes of concrete identified as structural concrete in Table 8.

3.1.3. **Agitators and Truck and Stationary Mixers**. Provide stationary and truck mixers capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass and capable of discharging the concrete so that the requirements of Tex-472-A are met.

Perform concrete uniformity tests on mixers or agitators in accordance with Tex-472-A as directed, to resolve issues of mix uniformity and mixer performance.

Perform the mixer or agitator uniformity test at the full rated capacity of the equipment. Remove all equipment that fails the uniformity test from service.

Inspect and maintain mixers and agitators. Keep them free of concrete buildup, and repair or replace worn or damaged blades or fins.

Ensure all mixers have a plate affixed showing manufacturer's recommended operating speed and rated capacity for mixing and agitating.

Truck mixers with automated water and chemical admixture measurement and slump and slump flow monitoring equipment meeting the requirement of ASTM C94 will be allowed. Provide data every 6 mo. substantiating the accuracy of slump, slump flow, temperature, water, and chemical admixture measurements. The slump measured by the automated system must be within 1 in. of the slump measured

in accordance with Tex-415-A. The concrete temperature measured by the automated system must be within 1°F of concrete temperature measured in accordance with Tex-422-A. The Engineer will not use the automated measurements for acceptance.

3.2. **Hauling Equipment**. Provide hauling equipment capable of maintaining the mixed concrete in a thoroughly mixed and uniform mass and discharging the concrete with a satisfactory degree of uniformity.

Provide equipment with smooth, mortar-tight metal containers equipped with gates that prevent accidental discharge of the concrete when using non-agitating equipment for transporting concrete.

Maintain hauling equipment clean and free of built-up concrete.

3.3. **Testing Equipment**. Provide strength-testing equipment when required in accordance with the Contract controlling test unless shown otherwise. Provide calibration records of strength-testing equipment to the Engineer within 1 week after each calibration. Furnish and maintain the following in conformance with the pertinent test procedure unless otherwise shown on the plans or specified.

- Test molds
- Curing facilities
- Maturity meters if used
- Wheelbarrow or other container acceptable for the sampling of the concrete

4. CONSTRUCTION

4.1. **Classification of Concrete Mix Designs**. Provide classes of concrete meeting the requirements shown in Table 8.

A higher-strength class of concrete with equal or lower water-to-cementitious material (w/cm) ratio may be substituted for the specified class of concrete when approved.

4.2. **Mix Design Proportioning**. Furnish mix designs using ACI 211, Tex-470-A, or other approved procedures for the classes of concrete shown in Table 8 unless a design method is shown on the plans. Perform mix design proportioning by absolute volume method unless otherwise approved. Perform cement replacement using equivalent weight method unless otherwise approved.

Do not exceed the maximum w/cm ratio shown in Table 8 when designing the mixture.

4.2.1. **Cementitious Materials**. Do not exceed 700 lb. of cementitious material per cubic yard of concrete unless otherwise specified or approved.

- Use cement of the same type and from the same source for monolithic placements, unless otherwise approved.
- Do not use SCMs when white hydraulic cement is specified.

4.2.2. **Aggregates**. Recycled crushed hydraulic cement concrete may be used as a coarse or fine aggregate in Class A, B, E, and P concrete. Limit recycled crushed concrete fine aggregate to at most 20% of the fine aggregate.

Use light-colored aggregates when white hydraulic cement is specified.

Table 8
Concrete Classes

Class of Concrete	Design Strength[1], Min f'_c (psi)	Max w/cm Ratio	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Use[2]
A	3,000	0.60	I, II, I/II, IL, IP, IS, IT, V	1, 2, 4, and 7	When the cementitious material content does not exceed 520 lb./cu. yd.., any coal ash or natural pozzolan listed in the MPL may be used at a cement replacement of 20%–50%. Limit the alkali loading to 4.0 lb./cu. yd. or less when using Option 7.	Curb, gutter, curb and gutter, concrete retards, sidewalks, driveways, backup walls, anchors, non-reinforced drilled shafts
B	2,000	0.60				Riprap, traffic signal controller foundations, small roadside signs, anchors
C[3]	3,600	0.45	I, II, I/II, IP, IL, IS, IT, V	1–8	N/A	Drilled shafts, bridge substructure, traffic rail, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, traffic barrier
E	3,000	0.50	I, II, I/II, IL, IP, IS, IT, V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., any coal ash or natural pozzolan listed on the MPLs may be used at a cement replacement of 20%–50%. Limit the alkali loading to 4.0 lb./cu. yd. or less when using Option 7.	Seal concrete
F[3]	Note[4]	0.45	I, II, I/II, IP, IL, IS, IT, V		N/A	Railroad structures; occasionally for bridge piers, columns, bents, post-tension members
H[3]	Note[4]	0.45	I, II, I/II, III, IP, IL, IS, IT, V	1–4, 8	Mix design Options 1–8 allowed for cast-in-place concrete and the following precast elements unless otherwise shown on the plans. ■ Bridge deck panels ■ Retaining wall systems ■ Coping ■ Sound walls ■ Wall columns ■ Traffic rail ■ Traffic barrier ■ Long/arch-span culverts ■ Precast concrete products in accordance with Item 462, 464, and 465 Do not use Type III cement in mass placement concrete.	Precast concrete, post-tension members
S[3]	4,000	0.45	I, II, I/II, IP, IL, IS, IT, V	1–8	N/A	Bridge slabs, top slabs of direct traffic culverts, approach slabs
P	See Item 360, "Concrete Pavement."	0.50	I, II, I/II, IL, IP, IS, IT, V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., any coal ash or natural pozzolan on the MPLs may be used at a cement replacement of 20%–50%.	Concrete pavement

Class of Concrete	Design Strength[1], Min f'_c (psi)	Max w/cm Ratio	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Use[2]
CO[3]	4,600	0.40	I, II, I/II, IP, IL, IS, IT, V	1–8	N/A	Bridge deck concrete overlay
LMC[3]	4,000	0.40				Latex-modified concrete overlay
SS[3]	3,600	0.45		1–8	Use a minimum cementitious material content of 658 lb./cu. yd. of concrete. Limit the alkali loading to 4.0 lb. per cubic yard or less when using Option 7.	Slurry displacement shafts, underwater drilled shafts
K[3]	Note[4]	0.40	I, II, I/II, III, IP, IL, IS, IT, V	1–8	N/A	Bridge repair
HES	Note[4]	0.45	I, IL, II, I/II, III	N/A	Mix design options do not apply. Limit of 700 lb. of cementitious material per cubic yard is not pertinent.	Concrete pavement, concrete pavement repair
"X" (HPC)[3,5,6]	Note[7]	0.45	I, II, I/II, III, IP, IL, IS, IT, V	1–4, and 8	N/A	N/A
"X" (SRC)[3,5,6]	Note[7]	0.45	I/II, II, IP, IL (MS or HS), IS, IT (MS or HS), V	1–4, and 7	When using coal ash, use only coal ashes allowed for SRC in accordance with the coal ash MPL. Type III-MS may be used where allowed. Type I, Type IL, and Type III cements may be used when natural pozzolans are used or when coal ashes allowed for SRC in accordance with the coal ash MPL are used, and with a Max w/cm of 0.40. Use Option 7 for precast concrete where allowed.	N/A

1. Design strength must be attained within 56 days.
2. For information only.
3. Structural concrete classes.
4. As shown on the plans or specified.
5. "X" denotes class of concrete as shown on the plans or specified.
6. (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
7. Same as class of concrete as shown on the plans.

4.2.2.1. **Coarse Aggregate**. Use Grade 2 or 3 coarse aggregate for Class P concrete. Use Grade 8 aggregate in extruded curbs unless otherwise approved. Unless otherwise specified, do not use Grade 1 aggregate in drilled shafts. Use coarse aggregate grades for all other classes of concrete with a maximum nominal size no larger than:

- 1/5 the narrowest dimension between sides of forms;
- 1/3 the depth of slabs;
- 2/3 the minimum clear spacing between individual reinforcing bars or wire, bundles of bars, individual tendons, bundles of tendons, or ducts for cast-in-place concrete; or
- 3/4 the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, individual tendons, bundled tendons, or ducts for precast concrete.

4.2.2.2. **Fine Aggregate**. Use fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.

Use the following equation to determine whether the aggregate combination meets the acid insoluble residue requirement when blending fine aggregate or using an intermediate aggregate.

$$\frac{(A_1 \times P_1)+(A_2 \times P_2)+(A_{ia} \times P_{ia})}{100} \geq 60\%$$

where:

A_1 = acid insoluble (%) of fine aggregate 1
A_2 = acid insoluble (%) of fine aggregate 2
A_{ia} = acid insoluble (%) of intermediate aggregate passing the 3/8 in. sieve
P_1 = percent by weight of fine aggregate 1 of the fine aggregate blend
P_2 = percent by weight of fine aggregate 2 of the fine aggregate blend
P_{ia} = percent by weight of intermediate aggregate passing the 3/8-in. sieve

Alternatively to the above equation, blend fine aggregate with a Micro-Deval loss of less than 12%, when tested in accordance with Tex-461-A, with at least 40% of a fine aggregate with an acid insoluble residue of at least 60%.

Use the following equation to determine whether the aggregate combination meets the sand equivalency requirement when blending fine aggregate or using an intermediate aggregate.

$$\frac{(SE_1 \times P_1)+(SE_2 \times P_2)+(SE_{ia} \times P_{ia})}{100} \geq 80\%$$

where:

SE_1 = sand equivalency (%) of fine aggregate 1
SE_2 = sand equivalency (%) of fine aggregate 2
SE_{ia} = sand equivalency (%) of intermediate aggregate passing the 3/8 in. sieve
P_1 = percent by weight of fine aggregate 1 of the fine aggregate blend
P_2 = percent by weight of fine aggregate 2 of the fine aggregate blend
P_{ia} = percent by weight of intermediate aggregate passing the 3/8-in. sieve

4.2.3. **Chemical Admixtures**. Do not use Type C, E, F, or G admixtures in Class S bridge deck concrete. Do not use chemical admixtures containing calcium chloride in any concrete.

Use a 30% calcium nitrite solution when a corrosion-inhibiting admixture is required. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans. Use set retarding admixtures, as needed, to control setting time to ensure concrete containing corrosion inhibiting admixtures remains workable for the entire duration of the concrete placement. Perform setting time testing and slump loss tests during trial batch testing.

4.2.4. **Air Entrainment**. When air-entrained concrete is shown on the plans, target an entrained air content of 4.0% for Class P concrete and 5.5% for all other classes of concrete. Use an approved air-entraining admixture when air-entrained concrete is specified, or when an air-entraining admixture is used at the Contractor's option. Unless otherwise shown on the plans, acceptance of concrete loads will be based on a tolerance of ±1.5% from the target air content. If the air content is more than 1.5 but less than 3.0% above the target air, the concrete may be accepted based on strength tests. For specified concrete strengths above 5,000 psi, a reduction of 1% entrained air content is permitted.

4.2.5. **Slump**. Provide concrete with a slump in accordance with Table 9 unless otherwise specified. When approved, the slump of a given concrete mix may be increased above the values shown in Table 9 using chemical admixtures, provided the admixture-treated concrete has the same or lower w/cm ratio and does not exhibit segregation or excessive bleeding. Request approval to exceed the slump limits shown in Table 9 sufficiently in advance for proper evaluation by the Engineer.

Table 9
Placement Slump Requirements

General Use	Placement Slump Range (in.)
Walls (>9 in. thick), caps, columns, piers	3–7
Bridge slabs, top slabs of direct traffic culverts, approach slabs, concrete overlays	3–6
Latex-modified concrete for bridge deck overlays	3–8
Inlets, manholes, walls (<9 in. thick), bridge railing, culverts, concrete traffic barrier, concrete pavement (formed)	4–6
Precast concrete	4–9
Underwater concrete placements	6–8-1/2
Drilled shafts, slurry displaced, underwater drilled shafts	See Item 416, "Drilled Shaft Foundations"
Curb, gutter, curb and gutter, concrete retards, sidewalk, driveways, seal concrete, anchors, riprap, small roadside sign foundations, concrete pavement repair, concrete repair	As approved

4.2.6. **Mix Design Options**.

4.2.6.1. **Option 1**. Replace cement with at least the minimum dosage listed on the MPL for the coal ash or natural pozzolan used in the mixture. Conduct Option 8 testing to determine the minimum replacement dosage as listed on the MPL. Do not replace more than 50% of the cement. Up to 70% of the cement may be replaced when concrete is used for mass concrete placements.

4.2.6.2. **Option 2**. Replace 35–50% of the cement with slag cement. Up to 70% of the cement may be replaced when concrete is used for mass concrete placements.

4.2.6.3. **Option 3**. Replace 35–50% of the cement with a combination of coal ash, slag cement, MFA, natural pozzolan, or at least 3% silica fume; however, no more than 10% may be silica fume. Up to 70% of the cement may be replaced when concrete is used for mass concrete placements.

4.2.6.4. **Option 4**. Use Type IP, IS, or IT cement as allowed in Table 8 for each class of concrete. When replacing blended cements with additional SCMs, the replacement limits in Option 3 will apply to the final cementitious mixture. When using fly ash or natural pozzolans not having a minimum dosage listed on the MPL in the final cementitious mixture, perform Option 8 testing.

4.2.6.5. **Option 5**. Option 5 is left intentionally blank.

4.2.6.6. **Option 6**. Use a lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A. Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory on the MPL, certified by the Materials and Tests Division (MTD) as being capable of testing in accordance with Tex-471-A.

4.2.6.7. **Option 7**. Ensure the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when using hydraulic cement not containing SCMs calculated as follows.

$$\text{lb. alkali per cu. yd.} = \frac{\left(\text{lb. cement per cu. yd.}\right) \times \left(\%\ \text{Na}_2\text{O equivalent in cement}\right)}{100}$$

In the above calculation, use the maximum cement alkali content reported on the cement mill certificate.

4.2.6.8. **Option 8**. Use Table 10 when deviating from Options 1–3 or when required by the coal ash MPL. Perform required testing annually and submit results to the Engineer. Laboratories performing ASTM C1260, C1567, and C1293 testing must be listed on the Department's MPL. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer demonstrating the proposed mixture conforms to the requirements of Table 10.

Provide a certified test report signed and sealed by a licensed professional engineer, when high-performance concrete (HPC) is required, and less than 20% of the cement is replaced with SCMs, demonstrating ASTM C1202 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules.

- Moisture cure specimens 56 days at 73°F.
- Moisture cure specimens 7 days at 73°F followed by 21 days at 100°F.

Table 10
Option 8 Testing and Mix Design Requirements

Scenario	ASTM C1260 Result		Testing Requirements for Mix Design Materials or Prescriptive Mix Design Options[1]
	Mix Design Fine Aggregate	Mix Design Coarse Aggregate	
A	>0.10%	>0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of each aggregate[1] to <0.10% when tested individually in accordance with ASTM C1567.
B	≤0.10%	≤0.10%	Use the minimum replacement listed in the coal ash MPL, or When Option 8 is listed on the MPL, use at least 40% coal ash with a maximum CaO[2] content of 25%, or Use any ternary combination that replaces 35–50% of cement.
	≤0.10%	ASTM C1293 1 yr. Expansion ≤0.04%	Use a minimum of 20% of any coal ash; or Use any ternary combination that replaces 20–50% of cement.
C	≤0.10%	>0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of course and intermediate[1] aggregate to <0.10% when tested individually in accordance with ASTM C1567.
D	>0.10%	≤0.10%	Use the minimum replacement listed in the coal ash MPL, or When Option 8 is listed in the MPL, use a minimum of 40% coal ash with a maximum CaO[2] content of 25%, or Use any ternary combination that replaces 35% to 50% of cement.
	> 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Determine the dosage of SCMs needed to limit the 14-day expansion of each fine aggregate to <0.10% when individually tested in accordance with ASTM C1567.

1. Intermediate size aggregates will fall under the requirements of mix design coarse aggregate.
2. Average the CaO content from the previous ten values as listed on the test certificate.

4.2.7. **Optimized Aggregate Gradation (OAG) Concrete**. The gradation requirements shown in Table 4 and Table 6 do not apply when OAG concrete is specified or used by the Contractor, unless otherwise shown on the plans.

The fineness modulus for fine aggregate shown in Table 5 does not apply when OAG concrete is used. Establish the optimized aggregate gradation in accordance with Tex-470-A. Use at least 420 lb. per cubic yard of cementitious material when OAG concrete is used unless otherwise approved.

Make necessary adjustments to individual aggregate stockpile proportions during OAG concrete production when the gradation deviates more than 2% from the optimized gradation requirements.

4.2.8. **Self-Consolidating Concrete (SCC)**. Provide SCC meeting the requirements shown in Table 11 when approved for use in precast concrete. Use concrete with a slump flow that can be placed without vibration and will not segregate or excessively bleed.

Request approval to exceed the slump flow limits sufficiently in advance for proper evaluation by the Engineer.

Table 11
Mix Design Requirements for SCC

Tests	Test Method	Acceptable Limits
Slump flow for precast concrete	ASTM C1611	22–27[1]
T_{50}, sec.	ASTM C1611	2–7
VSI rating	ASTM C1611	0 or 1
Passing ability, in.	ASTM C1621	≤2
Segregation column, %	ASTM C1610	≤10
Bleeding, %	ASTM C232	≤2.5

1. These slump flow limits are generally acceptable for most applications. However, slump flow limits may be adjusted during mix design approval process and when approved.

4.3. **Concrete Trial Batches**. Perform trial batches when required by the plans, or when previous satisfactory field data is not available. Submit previous satisfactory field data to the Engineer showing the proposed mix design conforms to specification requirements when trial batches are not required and before concrete is placed. Trial batch test results will be reported to the Contractor and the concrete supplier. Trial batches are not required for Class A, B, or E concrete unless establishing target values as described below.

Perform trial batches for all self-consolidating concrete mix designs.

Make all trial batches using the proposed ingredients in a mixer that is representative of the mixers to be used on the project when required. Make the batch size at least 50% of the mixer's rated capacity. Alternatively, use an AASHTO-accredited laboratory to perform laboratory trial batches using all the proposed ingredients. Perform fresh concrete tests for air content and slump, and make, cure, and test strength specimens for compliance with specification requirements. Test at least one set of design strength specimens, consisting of two specimens per set, at 7-day, 28-day, and at least one additional age unless otherwise directed. Before placing, provide the Engineer the option of witnessing trial batches, including the testing of the concrete. If not provided this option, the Engineer may require additional trial batches, including testing, before the concrete is placed.

Trial batches for precast concrete will be performed in accordance with Tex-703-I to show proposed mix design meets the requirements of the pertinent class of concrete, or Table 11 when SCC is used.

Establish a compressive strength target value in accordance with Tex-427-A for each Class A, B, and E concrete.

When changes are made to the type, brand, or source of aggregates, cement, SCM, water, or chemical admixtures, submit previous satisfactory field data, data from a new trial batch, or other evidence showing the change will not adversely affect the relevant properties of the concrete. Submit the data for approval before making changes to the mix design. A change in vendor does not necessarily constitute a change in materials or source. The Engineer may waive new trial batches when there is a prior record of satisfactory performance with the ingredients. During concrete production, dosage changes of chemical admixtures used in the trial batches will not require a re-evaluation of the mix design.

The Contractor has the option of performing trial batches in conjunction with concrete placements except for SCC mixtures, when new trial batches are required during the course of the project. If the concrete fails to meet any requirement, the Engineer will determine acceptability and payment adjustments. Establishing target strength for Class A, B, and E concrete may be conducted during these placements.

Establish the strength–maturity relationship in accordance with Tex-426-A when the maturity method is specified or permitted. When using the maturity method, any changes in any of the ingredients, including changes in proportions, will require the development of a new strength–maturity relationship for the mix.

4.3.1. **Mix Design of Record**. Once a trial batch or previously satisfactory field data substantiates the mix design, the proportions and mixing methods used become the mix design of record. Do not exceed mix design w/cm ratio.

4.4. **Production Testing**.

4.4.1. **Aggregate Moisture Testing**. Determine moisture content in accordance with Tex-409-A or Tex-425-A for coarse, intermediate, and fine aggregates at least twice per week, when there is an apparent change, or for new shipments of aggregate. When aggregate hoppers or storage bins are equipped with properly maintained electronic moisture probes for continuous moisture determination, moisture tests in accordance with Tex-409-A or Tex-425-A are not required.

When producing SCC, and when aggregate hoppers or storage bins are not equipped with electronic moisture probes, determine the moisture content of the aggregates before producing the first concrete batch each day. Thereafter, determine the moisture content every 4 hr. or when there is an apparent change while SCC is being produced.

4.4.2. **Aggregate Gradation Testing**. Perform a sieve analysis in accordance with Tex-401-A on each stockpile used in the blend at least 1 day before producing OAG concrete. Perform sieve analysis on each stockpile after every 10,000 cu. yd. of Class P OAG concrete produced, and every 1,000 cu. yd. for all other structural-class concrete. Provide sieve analysis data to the Engineer.

4.5. **Measurement of Materials**.

4.5.1. **Non-Volumetric Mixers**. Measure aggregates by weight. Correct batch weight measurements for aggregate moisture content. Measure mixing water, consisting of water added to the batch, ice added to the batch, water occurring as surface moisture on the aggregates, and water introduced in the form of admixtures, by volume or weight. Measure ice by weight. Measure cement and SCMs in a hopper and on a separate scale from those used for other materials. When measuring by cumulative weight, measure the cement first and ensure the cement meets the cement tolerance shown in Table 12 before measuring the SCMs. Measure concrete chemical admixtures by weight or volume. Measure batch materials within the tolerances shown in Table 12.

Table 12
Mix Design Batching Tolerances—Non-Volumetric Mixers

Material	Tolerance (%)
Cement, wt.	-1 to +3
SCM, wt.	-1 to +3
Cement + SCM (cumulative weighing), wt.	-1 to +3
Water, wt. or volume	±3[1]
Fine aggregate, wt.	±2
Coarse aggregate, wt.	±2
Fine + coarse aggregate (cumulative weighing), wt.	±1
Chemical admixtures, wt. or volume	±3

1. Allowable deviation from target weight, not including water withheld or moisture in the aggregate. The Engineer will verify the w/cm ratio is within specified limits.

Ensure the quantity measured, when measuring cementitious materials at less than 30% of scale capacity, is accurate to no less than the required amount and no more than 4% in excess. Ensure the cumulative quantity, when measuring aggregates in a cumulative weigh batcher at less than 30% of the scale capacity, is measured accurately to ±0.3% of scale capacity or ±3% of the required cumulative weight, whichever is less.

Measure cement in number of bags under special circumstances when approved. Use the weights specified on the packaging. Weighing bags of cement is not required. Ensure fractional bags are not used except for small hand-mixed batches of approximately 5 cu. ft. or less and when an approved method of volumetric or weight measurement is used.

4.5.2. **Volumetric Mixers**. Provide an accurate method of measuring all ingredients by volume and calibrate equipment to assure correct measurement of materials within the specified tolerances. Base tolerances on volume-weight relationship established by calibration and measure the various ingredients within the tolerances shown in Table 13. Correct batch measurements for aggregate moisture content.

Table 13
Mix Design Batching Tolerances—Volumetric Mixers

Material	Tolerance
Cement, wt. %	0 to +4
SCM, wt. %	0 to +4
Fine aggregate, wt. %	±2
Coarse aggregate, wt. %	±2
Admixtures, wt. or volume %	±3
Water, wt. or volume %	±1

4.6. **Mixing and Delivering Concrete**.

4.6.1. **Mixing Concrete**. Operate mixers and agitators within the limits of the rated capacity and speed of rotation for mixing and agitation as designated by the manufacturer of the equipment. Provide concrete in a thoroughly mixed and uniform mass with a satisfactory degree of uniformity when tested in accordance with Tex-472-A.

Do not top-load new concrete onto returned concrete.

Adjust mixing times and batching operations as necessary when the concrete contains silica fume to ensure the material is completely and uniformly dispersed in the mix. The dispersion of the silica fume within the mix will be verified by MTD using cylinders made from trial batches. Make necessary changes to the batching operations, if uniform dispersion is not achieved, until uniform and complete dispersion of the silica fume is achieved.

Mix concrete by hand methods or in a small motor-driven mixer when permitted, for small placements of less than 2 cu. yd. For such placements, proportion the mix by volume or weight.

4.6.2. **Delivering Concrete**. Deliver concrete to the project in a thoroughly mixed and uniform mass, and discharge the concrete with a satisfactory degree of uniformity. Conduct testing in accordance with Tex-472-A when there is a reason to suspect the uniformity of concrete and as directed.

Maintain concrete delivery and placement rates sufficient to prevent cold joints.

Adding chemical admixtures or the portion of water withheld is permitted only at the jobsite, under the supervision of the Engineer, to adjust the slump or slump flow of the concrete. Do not add water or chemical admixtures to the batch after more than an amount needed to conduct slump testing has been discharged. Turn the drum or blades at least 30 additional revolutions at mixing speed to ensure thorough and uniform mixing of the concrete. When this water is added, do not exceed the approved mix design w/cm ratio.

When truck mixers are equipped with automated water or chemical admixture measurement and slump or slump flow monitoring equipment, the addition of water or chemical admixtures during transit is allowed. Reports generated by this equipment must be submitted to the Engineer daily.

Before unloading, furnish the delivery ticket for the batch of concrete containing the information required in accordance with ASTM C94. The Engineer will verify all required information is provided on the delivery tickets. The Engineer may suspend concrete operations until the corrective actions are implemented if delivery tickets do not provide the required information. The Engineer will verify the design w/cm ratio is not exceeded.

An electronic ticket delivery system (e-ticketing) may be used instead of printed tickets. The use of e-ticketing will require written approval. At minimum, the system will:

- provide electronic, real-time e-tickets meeting the requirements above;
- automatically generate e-tickets using software and hardware fully integrated with the batch plant scales used to weigh the material;

- be able to record all water and chemical admixture additions performed at the jobsite or in transit when allowed;
- provide the ability to associate fresh concrete test results with each e-ticket;
- be designed in such a way that data input cannot be altered by the Contractor or the Engineer;
- provide the Engineer access to the e-ticketing data in real-time using a web-based or app-based system compatible with iOS; and
- provide offline capabilities to prevent data loss if power or connectivity is lost.

The Engineer may discontinue use of the e-ticketing and require printed tickets as needed if the e-ticketing system fails to meet the above requirements.

Begin the discharge of concrete delivered in truck mixers within the times shown in Table 14. Concrete delivered after these times and concrete that has not begun to discharge within these times will be rejected. The discharge times shown in Table 14 may be extended provided slump loss testing is conducted in accordance with Tex-430-A to show concrete will maintain the minimum required slump for the requested discharge time extension. Extended discharge times will be allowed when the concrete temperature at time of discharge is no more than 10°F higher than the slump loss test concrete temperature.

Table 14
Concrete Discharge Times for Truck Mixers

Fresh Concrete Temperature, °F	Max Time After Batching for Concrete Not Containing Type B or D Admixtures, min.	Max Time After Batching for Concrete Containing Type B or D Admixtures,[1] min.
90 and above	45	75
75 ≤T <90	60	90
T <75	90	120

1. Concrete must contain at least the minimum manufacturer's recommended dosage of Type B or D admixture.

4.7. **Placing, Finishing, and Curing Concrete**. Place, finish, and cure concrete in conformance with the pertinent Items.

4.8. **Sampling and Testing of Concrete**. Unless otherwise specified, all fresh and hardened concrete is subject to testing as follows.

4.8.1. **Certification of Testing Personnel**. Contractor personnel performing testing must be either ACI-certified or qualified by a Department-recognized equivalent written and performance testing program for the tests being performed. Personnel performing these tests are subject to Department approval. Use of a commercial laboratory is permitted at the Contractor's option.

4.8.2. **Fresh Concrete**. Provide safe access and assistance to the Engineer during sampling. Fresh concrete will be sampled for testing at the point of discharge from the delivery equipment or end of belt conveyors.

4.8.3. **Testing Concrete**. The Engineer, unless specified in other Items or shown on the plans, will test the fresh and hardened concrete in accordance with the following methods.

- **Slump**. Tex-415-A
- **Air Content**. Tex-414-A or Tex-416-A, only when air-entrained concrete is shown on the plans
- **Temperature**. Tex-422-A
- **Making and Curing Strength Specimens**. Tex-447-A
- **Compressive Strength**. Tex-418-A
- **Flexural Strength**. Tex-448-A
- **Maturity**. Tex-426-A

Flexural strength and maturity specimens will not be made unless specified in other Items or shown on the plans.

Concrete with slump less than minimum required after all addition of water withheld will be rejected, unless otherwise allowed by the Engineer. Concrete with slump exceeding maximum allowed may be used at the Contractor's option. If used, Engineer will make, test, and evaluate strength specimens in accordance with Article 421.5., "Acceptance of Concrete." Acceptance of concrete not meeting air content or temperature requirements will be determined by Engineer. Fresh concrete exhibiting segregation and excessive bleeding will be rejected.

4.8.3.1. **Strength Specimen Handling**. After strength test specimens are molded, protect and cure in conformance with pertinent test methods. When necessary, deliver Contractor-molded specimens to curing facilities, remove specimens from their molds, and place specimens in curing tanks within 24–48 hr. after molding, in conformance with pertinent test methods. The Engineer will deliver Department-molded specimens to curing facilities, remove specimens from their molds, and place specimens in curing tanks within 24–48 hr. after molding, in conformance with pertinent test methods.

5. ACCEPTANCE OF CONCRETE

The Engineer will sample and test the fresh and hardened concrete for acceptance. The test results will be reported to the Contractor and the concrete supplier. Investigate the quality of the materials, the concrete production operations, and other possible problem areas to determine the cause for any concrete that fails to meet the required strengths as specified below. Take necessary actions to correct the problem, including redesign of the concrete mix. The Engineer may suspend all concrete operations under the pertinent Items if the Contractor is unable to Identify, document, and correct the cause of the low strengths in a timely manner. Resume concrete operations only after obtaining approval for any proposed corrective actions. Concrete failing to meet the required strength as specified below will be evaluated in accordance with Article 421.6., "Measurement and Payment."

5.1. **Structural Class of Concrete**. For concrete classes identified as structural concrete shown in Table 8, the Engineer will make and test 7-day and 28-day specimens, and, if necessary, 56-day specimens. The Engineer will base acceptance on attaining the design strength shown in Table 8 or design strength shown on the plans.

5.2. **Class P and Class High Early Strength (HES)**. The Engineer will base acceptance in accordance with Item 360 and Item 361, "Repair of Concrete Pavement."

5.3. **All Other Classes of Concrete**. For concrete classes not identified as structural concrete in Table 8, the Engineer will make and test 7-day specimens. The Engineer will base acceptance on attaining design strength or attaining the 7-day target value established in accordance with Tex-427-A.

6. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to pertinent Items.

The following procedure will be used to evaluate concrete where one or more project acceptance test specimens fail to meet the required design strength specified in this Item or shown on the plans.

- The concrete for a given placement will be considered structurally adequate and accepted at full price if the average of 28-day or 56-day set of specimens made at the time of placement meets the required design strength, provided no single specimen test result is less than 85% of the required design strength.
- The Engineer will perform a structural review of the concrete to determine its adequacy to remain in service if the average 28-day or 56-day set of specimens made at the time of placement is less than the required design strength or if any single specimen test result is less than 85% of the required design strength. If the concrete is determined to be structurally adequate, the Engineer will determine the limits of the payment adjustment using the formula below.

- If the in situ concrete strength is needed for the structural review, take cores at locations designated by the Engineer in accordance with Tex-424-A. The Engineer will test the cores. The coring and testing will be at the Contractor's expense.
- If all the tested cores meet the required design strength, the concrete will be paid for at full price.
- If any of the tested cores do not meet the required design strength, but the average strength attained is determined to be structurally adequate, the Engineer will determine the limits of the payment adjustment using the following formula.

$$A = B_p\left[-5.37\left(\frac{S_a}{S_s}\right)^2 + 11.69\left(\frac{S_a}{S_s}\right) - 5.32\right]$$

where:

A = Amount to be paid per unit of measure for the entire placement in question.
S_a = Actual average strength from cylinders or cores. Use values from cores, if taken.
S_s = Minimum required strength (specified).
B_p = Unit bid price.

- If the structural review determines the concrete is not adequate to remain in service, the Engineer will determine the limits of the concrete to be removed.
- The decision to reject structurally inadequate concrete or to apply the payment adjustment factor will be made no later than 7 days after 28-day or 56-day design strength specimens, or cores, if taken, are tested.

Item 422
Concrete Superstructures

1. DESCRIPTION

Construct reinforced concrete bridge slabs, decks, flat slabs, slab and girder units (pan formed), approach slabs, or other bridge superstructure elements as specified.

2. MATERIALS

2.1. **Concrete**. Provide concrete in accordance with Item 421, "Hydraulic Cement Concrete." Provide Class S or Class S (HPC) concrete for all cast-in-place concrete unless otherwise shown on the plans. Provide the class of concrete for precast components shown on the plans or in conformance with governing Items.

2.2. **Reinforcing Steel**. Provide reinforcing steel in accordance with Item 440, "Reinforcement for Concrete."

2.3. **Structural Grout**. Provide grout in accordance with DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications," or as shown on the plans.

2.4. **Expansion Joint Material**. Provide materials in accordance with DMS-6310, "Joint Sealants and Fillers."

- Provide preformed bituminous fiber expansion joint material unless specified otherwise.
- Provide a Class 4, 5, or 7 low-modulus silicone sealant unless otherwise directed.
- Provide asphalt board that conforms to dimensions shown on the plans.
- Provide re-bonded neoprene filler that conforms to the dimensions shown on the plans.

2.5. **Foam Bedding Strips for Prestressed Concrete Panels**. Use extruded polystyrene in accordance with ASTM C578, Type VI (40-psi compressive strength) or as specified.

Provide a manufacturer's certification or data sheet stating the foam meets these requirements. Use an adhesive or bonding agent compatible with polystyrene as recommended by the polystyrene manufacturer.

2.6. **Evaporation Retardants**. Provide evaporation retardants in accordance with DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

2.7. **Curing Materials**. Provide membrane curing compounds in accordance with DMS-4650.

Provide cotton mats that consist of a filling material of cotton "bat" or "bats" (at least 12 oz. per square yard) completely covered with unsized cloth (at least 6 oz. per square yard) stitched longitudinally with continuous parallel rows of stitching spaced at less than 4 in., or tuft both longitudinally and transversely at intervals less than 3 in. Provide cotton mats that are free of tears and in good general condition. Provide a flap at least 6 in. wide consisting of two thicknesses of the covering and extending along one side of the mat.

Provide polyethylene sheeting that is at least 4 mils thick and free of visible defects. Provide opaque white sheeting when the ambient temperature during curing exceeds 90°F.

Provide burlap-polyethylene mats made from burlap impregnated on one side with a film of opaque white-pigmented polyethylene, free of visible defects. Provide laminated mats that have at least one layer of an impervious material such as polyethylene, vinyl plastic, or other acceptable material (either as a solid sheet or impregnated into another fabric) and are free of visible defects.

Provide burlap material that complies with AASHTO M 182, Class 3 (10 oz. per square yard) with the following additions.

- Manila hemp may also be used to make burlap.
- Do not use burlap fabricated from bags.
- Do not use burlap containing any water-soluble ingredient that will retard the setting time of concrete.

Provide used burlap complying with the requirements stated above, and that only has been used previously for curing concrete. "Like new" cleanliness is not expected, but contamination with any substance foreign to the concrete curing process, such as grease or oil, will be cause for rejection.

2.8. **Epoxy**. Provide epoxy materials in accordance with DMS-6100, "Epoxies and Adhesives," unless otherwise specified.

3. EQUIPMENT

3.1. **Fogging Equipment**. Use fogging equipment that can apply water in a fine mist, not a spray. Produce the fog using equipment that pumps water or water and air under high pressure through a suitable atomizing nozzle. Use hand-held mechanical equipment portable enough to use in the direction of any prevailing wind and adaptable for intermittent use to prevent excessive wetting of the concrete.

3.2. **Transporting and Placing Equipment**. Use appropriate transporting and placing equipment such as buckets, chutes, buggies, belt conveyors, pumps, or other equipment as necessary. Do not transport or convey concrete by equipment made of aluminum. Use carts with pneumatic tires for carting or wheeling concrete over newly placed slabs.

Use tremies that are watertight to control the fall of concrete and of large enough diameter to allow the placement of the concrete but less than 14 in. in diameter.

Use pumps with lines at least 5 in. inside diameter (ID) where Grade 2 or smaller coarse aggregate is used and at least 8 in. ID for Grade 1 coarse aggregate.

3.3. **Vibrators**. Use immersion-type vibrators for consolidation of concrete. Provide at least two standby vibrators for emergency use. Furnish vibrator head covered by a rubberized or elastomeric cover when used near epoxy-coated reinforcing steel.

3.4. **Screeds and Work Bridges for Bridge Slabs**. Use a self-propelled transverse screed or a mechanical longitudinal screed for bridge slabs. Use transverse screeds that can follow the skew of the bridge for skews greater than 15° unless otherwise approved. Equip transverse screeds with a pan float and skew kit. Manually operated screeding equipment may be used if approved for top slabs of culverts, small placements, or unusual conditions. Use screeds that are rigid and heavy enough to hold true to shape and have sufficient adjustments to provide for the required camber or section. Equip the screeds, except those of the roller drum type, with metal cutting edges.

Use sufficient work bridges for finishing operations for bridge slabs. Mount a carpet drag to a work bridge or a movable support system that can vary the area of carpet in contact with the concrete. Use carpet pieces long enough to cover the entire width of the placement. Splice or overlap the carpet as necessary. Ensure enough carpet is in contact longitudinally with the concrete being placed to provide the desired surface finish. Use artificial grass-type carpeting with a molded polyethylene pile face with a blade length between 5/8 and 1 in. and minimum weight of 70 oz. per square yard. Ensure the carpet has a strong, durable backing not subject to rot and the facing is adequately bonded to the backing to withstand the intended use. A burlap drag, attached to the pan float on a transverse screed, may be used instead of the carpet drag.

3.5. **Temperature Recording Equipment**. Use strip chart temperature-recording devices, recording maturity meters in accordance with Tex-426-A, or other approved devices that are accurate within ±2°F within the range of 32–212°F.

3.6. **Artificial Heating Equipment**. Use artificial heating equipment as necessary for maintaining the concrete temperatures in accordance with Section 422.4.6.11., "Placing Concrete in Cold Weather."

3.7. **Sawing Equipment**. Use sawing equipment capable of cutting grooves in completed bridge slabs and top slabs of direct traffic culverts. Provide grooves that are 1/8–3/16 in. deep, nominally 1/8 in. wide, and spaced at 1 in. Use sawing equipment capable of cutting grooves in hardened concrete within 18 in. of the barrier rail or curb.

3.8. **Spraying Equipment**. Use mechanically powered pressure sprayers with appropriate atomizing nozzles for the application of membrane curing. Mechanically driven spraying equipment, adaptable to the rail system used by the screeds, may be used for applying membrane curing to bridge slabs. Use hand-pressurized spray equipment with two or three fan-spray nozzles if approved. Ensure the spray from each nozzle overlaps the spray from adjacent nozzles by approximately 50%.

3.9. **Concrete Testing Equipment**. Provide testing equipment for the Engineer's use in accordance with Section 421.3.3., "Testing Equipment."

4. CONSTRUCTION

Obtain approval for proposed construction methods before starting work. Approval of construction methods and equipment does not relieve the Contractor's responsibility for safety or correctness of methods, adequacy of equipment, or completion of work in full accordance with the Contract. Attend the preconstruction (pre-pour) meetings for bridge slabs conducted by the Engineer. Provide and obtain approval for proposed finishing methods, interim curing methods, and final curing methods.

Unless otherwise shown on the plans, it is the Contractor's option to perform testing on structural concrete (structural classes of concrete are identified in Table 8 of Section 421.4.1., "Classification of Concrete Mix Designs") to determine the in situ strength to address the schedule restrictions listed below. The Engineer may require the Contractor to perform this testing for concrete placed in cold weather. Make enough test specimens for Contractor-performed testing to ensure strength requirements are met for the operations listed below. Make at least one set of test specimens for each element cast each day. Cure these specimens under the same conditions as the portion of the structure involved for all stages of construction. Ensure safe handling, curing, and storage of all test specimens. Provide testing personnel, and sample and test the hardened concrete in accordance with Section 421.4.8., "Sampling and Testing of Concrete." The maturity method, Tex-426-A, may be used for in-situ strength determination for schedule restrictions if approved. Coring will not be allowed for in-situ strength determination for schedule restrictions. Provide the Engineer the opportunity to witness all testing operations. Report all test results to the Engineer.

If the Contractor does not wish to perform schedule restriction testing, the Engineer's 7-day lab-cured tests, performed in accordance with Article 421.5., "Acceptance of Concrete," will be used for schedule restriction determinations. The Engineer may require additional time for strength gain to account for field curing conditions such as cold weather.

4.1. **Schedule Restrictions and Inspection Hold-Points**.

4.1.1. **Placement of Superstructure Members**. Place or cast superstructure members after the substructure concrete has attained a compressive strength of 3,000 psi.

4.1.2. **Longitudinal Screeding of Bridge Slabs**. Place a longitudinal screed directly on previously placed concrete slabs to check and grade an adjacent slab only after the previously placed slab has aged at least 24 hr. Place and screed the concrete after the previously placed slabs have aged at least 48 hr. Maintain curing of the previously placed slabs during placement.

4.1.3. **Staged Placement of Bridge Slabs on Continuous Steel Units**. Ensure the previously placed concrete attains a compressive strength of 3,000 psi when staged placement of a slab is required or used before

placing the next stage placement. Multiple stages may be placed in a single day if approved by the Engineer of Record.

4.1.4. **Storage of Materials on Structure**. Obtain approval to store materials on completed portions of a structure once a compressive strength of 3,000 psi has been attained. Maintain proper curing if materials will be stored on structures before completion of curing.

4.1.5. **Placement of Equipment and Machinery**. Do not place erection equipment or machinery on the structure until the concrete has attained the design strength specified in Section 421.4.1., "Classification of Concrete Mix Designs," unless otherwise approved.

4.1.6. **Carting of Concrete**. Cart, wheel, or pump concrete over completed slabs after the completed concrete has attained a compressive strength of 3,000 psi. Maintain curing during these operations.

4.1.7. **Placing Bridge Rails**. Reinforcing steel and concrete for bridge rails may be placed on bridge slabs once the slab concrete has attained a compressive strength of 3,000 psi. Ensure the slab concrete has attained its design strength specified in Section 421.4.1., "Classification of Concrete Mix Designs," before placing railing concrete if slipforming methods are used for railing concrete.

4.1.8. **Opening to Construction Traffic**. Bridges may be opened to all construction traffic when the design strength specified in Section 421.4.1., "Classification of Concrete Mix Designs," has been attained if curing is maintained. Avoid crossing bridges at high speeds until railing concrete, if present, has attained a compressive strength of 3,000 psi.

4.1.9. **Opening to Full Traffic**. Bridges may be opened to the traveling public when the design strength specified in Section 421.4.1., "Classification of Concrete Mix Designs," has been attained for all structural elements, including railing subject to impact from traffic and when curing has been completed for all slabs. Obtain approval before opening bridges to the traveling public.

4.1.10. **Inspection Hold-Points**. Notify the Engineer of progress of work and when work is complete before beginning the next stage of work.

- Beam erection and bracing
- Formwork, including setting of precast panels
- Placing reinforcing steel
- Screed dry run and pre-pour clear cover checks
- Attend pre-pour meeting conducted by the Engineer
- Post-curing crack inspection

4.2. **Forms**. Submit forming plans for decks or slabs on beams or girders, overhangs, cast-in-place spans, and bracing systems for girders when the overhang exceeds 3 ft. 6 in. Submit similar plans for other units of the superstructure as directed. Show all essential details of proposed forms and bracing. Have a licensed professional engineer design, seal, and sign these plans. Department approval is not required, but the Department reserves the right to request modifications to the plans. The Contractor is responsible for the adequacy of these plans.

Design job-fabricated formwork assuming a weight of 150 pcf for concrete, and include a minimum live load allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

Use conventional forms, permanent metal deck forms, or prestressed concrete panels for slabs on beams or girders unless specified otherwise. Use permanent metal deck forms or conventional forms for thickened slabs, diaphragms, or other regions as shown on the plans where prestressed concrete panels are not used. Provide prestressed concrete panels as shown on the plans and in accordance with Item 424, "Precast Concrete Structural Members (Fabrication)." Provide copies of the precast panel layout drawings from the panel fabricator.

Use only material that is inert, nonbiodegradable, and nonabsorptive for forms to be left in place.

Overhang form supports that transmit a horizontal force to a steel girder or beam or to a prestressed concrete beam are permitted provided a satisfactory structural analysis has been made of the effect on the girder or beam as shown on the submitted formwork plans.

Use beam bracing as shown on the plans when overhang brackets are used on prestressed concrete beam spans with slab overhangs not exceeding 3 ft. 6 in. Provide and design additional support or bracing for the outside beams regardless of the type of beam used for spans with overhangs exceeding this amount.

Attachment of forms or screed supports for bridge slabs to steel I-beams or girders may be by welding subject to the following requirements.

- Do not weld to tension flanges or to areas indicated on the plans.
- Weld in accordance with Item 448, “Structural Field Welding.”

When setting forms of any type, consider:

- deflections due to cast-in-place slab concrete and railing shown in the dead load deflection diagram,
- differential beam or girder deflections due to skew angles and the use of certain stay-in-place slab forming systems, and
- deflection of the forming system due to the wet concrete.

Securely stake forms to line and grade and maintain in position for bridge approach slabs. Rigidly attach inside forms for curbs to the outside forms.

Construct all forms to permit their removal without marring or damaging the concrete. Clean all forms and footing areas of any extraneous matter before placing concrete. Provide openings in forms if needed for the removal of laitance or foreign matter.

Treat the facing of all forms with bond-breaking coating of composition that will not discolor or injuriously affect the concrete surface. Take care to prevent coating of the reinforcing steel.

Complete all preparatory work before placing concrete.

4.2.1. **Precast Panels**. Profile each beam to determine the actual camber or sag of the beams before placing panels. Adjust the profile grade line, panel elevation, and bearing seat elevations as needed to obtain the required cover over the slab reinforcement and slab thickness while maintaining ride quality. Make adjustments over suitable increments when a profile grade line adjustment is necessary, depending on span lengths, so the revised grade line will produce a uniform profile and good riding qualities. Obtain approval for the grade adjustments before placement. Consider actual beam camber in adjacent spans or slab placements when adjusting the grade line. Inspect each panel before being placed for cracks and other damage. Refer to Section 424.4.3.1., “Defects and Breakage,” for rejection criteria due to cracking and other damage.

4.2.2. **Permanent Metal Decking**. Submit signed and sealed design calculations in addition to the required formwork drawings. Design and install formwork as shown on the plans and formwork drawings. The plans will govern in cases where the plans and the formwork drawings conflict.

4.2.3. **Conventional Forms**. Provide properly seasoned good-quality lumber free of imperfections that would affect its strength or impair the finished surface of the concrete. Provide timber or lumber that meets or exceeds the requirements for species and grade shown on the submitted formwork plans.

Maintain forms or form lumber that will be reused so that it stays clean and in good condition. Do not use any lumber that is split, warped, bulged, or marred or that has any defect that will produce inferior work; remove such lumber from the work.

Use plywood at least 3/4 in. thick. Use plywood for forming surfaces that remain exposed that meets the requirements for B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce Voluntary Product Standard PS 1.

Space studs and joists so that the facing form material remains in true alignment under the imposed loads.

Place forms with the form panels symmetrically (long dimensions set in the same direction) for surfaces exposed to view and receiving only an ordinary surface finish as defined in Section 420.4.13., “Ordinary Surface Finish.” Make horizontal joints continuous.

Make molding for chamfer strips or other uses of materials of a grade that will not split when nailed and can be maintained to a true line without warping. Dress wood molding on all faces. Fill forms at all sharp corners and edges with triangular chamfer strips measuring 3/4 in. on the sides unless otherwise shown on the plans.

4.3. **Placing Reinforcement**. Place reinforcement as provided in Item 440. Do not weld reinforcing steel supports to I-beams or girders or to reinforcing steel except as shown on the plans.

4.4. **Drains**. Install and construct weep holes and roadway drains as shown on the plans.

4.5. **Extending Existing Slabs**. Verify pertinent dimensions and elevations of the existing structure before ordering any required materials.

4.5.1. **Removal**. Remove portions of the existing structure to the lines and dimensions shown on the plans or as directed. Dispose of these materials as shown on the plans or as directed. Remove any metal railing without damaging it, and stack it neatly on the right of way at locations that do not interfere with traffic or construction or at locations shown on the plans. All removed metal railing remains the property of the Department unless otherwise shown on the plans. Repair any portion of the remaining structure damaged as a result of the construction. Do not use explosives to remove portions of the existing structure unless approved in writing. Do not use a demolition ball, other swinging weight, or impact equipment unless shown on the plans. Use pneumatic or hydraulic tools for final removal of concrete at the “break” line. Use removal equipment, as approved, that will not damage the remaining concrete.

4.5.2. **Reuse of Removed Portions of Structure**. Detach and remove all portions of the old structure that are to be incorporated into the extended structure to the lines and details as shown on the plans or as directed. Move the unit to be reused to the new location specified using approved methods. Place the reinforcement and extension concrete as shown on the plans.

4.5.3. **Breaking Back Bridge Slabs**. Saw the top surface of the slab for bridge slabs and direct traffic slabs of box culverts along the “break” line to a depth of 1/2 in. before breaking back. Do not cut the reinforcement at the “break” line. Sever the concrete at the “break” line. Do not damage the remaining reinforcement within one lap length of the “break” line during removal of the designated portion of the existing structure.

4.5.4. **Splicing Reinforcing Steel**. Splice new reinforcing bars to exposed bars in the existing structure using lap splices in accordance with Item 440 unless otherwise shown on the plans. The new reinforcing steel does not need to be tied to the existing steel where spacing or elevation does not match that of the existing steel, provided the lap length is attained. Weld in accordance with Item 448 when welded splices are permitted. Install any required dowels in accordance with Section 422.4.6.10., “Installation of Dowels and Anchor Bolts.”

4.5.5. **Concrete Preparation**. Roughen and clean concrete surfaces that are in contact with new construction before the placing of forms. Prepare these construction joint surfaces in accordance with Section 422.4.6.7., “Construction Joints.”

4.6. **Placing Concrete**. Do not place concrete unless approval is obtained for the hold-point inspections in accordance with Section 422.4.1.10., “Inspection Hold-Points,” and the pre-pour meeting has been conducted. Give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the final inspection of forms, reinforcing steel placement, and other preparations. Obtain approval for

proposed curing methods based on forecast weather conditions for the expected duration of the pour and use the evaporation rate nomograph as mentioned below to determine the required curing options.

Follow the sequence of placing concrete shown on the plans or specified.

Do not place concrete when impending weather conditions would impair the quality of the finished work. Place concrete in early morning or at night or adjust the placement schedule for more favorable weather if conditions of wind, humidity, and temperature are such that concrete cannot be placed without the potential for plastic shrinkage cracking. Consult the evaporation rate nomograph in PCA's *Design and Control of Concrete Mixtures* or the evaporation rate spreadsheet available on the Department's website for shrinkage cracking potential. Adequately illuminate the entire placement site when mixing, placing, and finishing concrete in non-daylight hours as approved.

Furnish adequate shelter to protect the concrete against damage from rainfall or from freezing temperatures in accordance with this Item if changes in weather conditions require protective measures after work starts. Continue operations during rainfall only if approved. Use protective coverings for the material stockpiles. Cover aggregate stockpiles only to the extent necessary to control the moisture conditions in the aggregates.

Allow at least 1 curing day after the concrete has achieved initial set before placing strain on projecting reinforcement to prevent damage to the concrete.

4.6.1. **Placing Temperature**. Place superstructure concrete only when its temperature at the time of placement is between 50 and 85°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.

4.6.2. **Transporting Time**. Begin the discharge of concrete delivered in truck mixers within the times shown in Table 14 of Item 421.

4.6.3. **Workability of Concrete**. Place concrete with a slump as specified in Section 421.4.2.5., "Slump." Placing concrete with slump exceeding maximum specified may result in bridge deck cracking and be subject to Section 422.4.10., "Defective Work." Water may be added to the concrete before discharging any concrete from the truck to adjust for low slump, provided the maximum mix design water-cement ratio is not exceeded. Mix concrete after introduction of any additional water or chemical admixtures in accordance with Section 421.4.6., "Mixing and Delivering Concrete." Do not add water or chemical admixtures after any concrete has been discharged.

4.6.4. **Transporting Concrete**. Use a method and equipment capable of maintaining the rate of placement shown on the plans or required by this Item to transport concrete to the forms. Transport concrete by buckets, chutes, buggies, belt conveyors, pumps, or other methods.

Protect concrete transported by conveyors from sun and wind to prevent loss of slump and workability. Shade or wrap with wet burlap pipes through which concrete is pumped as necessary to prevent loss of slump and workability.

Arrange and use chutes, troughs, conveyors, or pipes so the concrete ingredients will not be separated. Terminate such equipment in vertical downspouts, when necessary, to prevent segregation. Extend open troughs and chutes, if necessary, down inside the forms or through holes left in the forms.

Keep all transporting equipment clean and free of hardened concrete coatings. Discharge water used for cleaning clear of the concrete.

4.6.5. **Preparation of Surfaces**. Thoroughly wet all forms, prestressed concrete panels, T-beams, slab beams, and concrete box beams on which concrete is to be placed before placing concrete on them. Remove free water from the surface or beam lines before placing concrete. Provide surfaces that are in a moist, saturated surface-dry (SSD) condition when concrete is placed on them. Ensure the surface of the existing concrete is in an SSD condition just before placing subsequent concrete. Prewet the existing concrete by ponding water on the surface for 24 hr. before placing subsequent concrete. Use high-pressure water blasting to achieve

SSD conditions 15–30 min. before placing the concrete if ponding is not possible. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Ensure the subgrade or foundation is moist before placing concrete for bridge approach slabs.

4.6.6. **Expansion Joints**. Construct joints and devices to provide for expansion and contraction as shown on the plans and in accordance with this Section and Item 454, “Bridge Expansion Joints.”

Prevent bridging of concrete or mortar around expansion joint material in bearings and expansion joints.

Use forms adaptable to loosening or early removal in construction of all open joints and joints to be filled with expansion joint material. Loosen these forms as soon as possible after final concrete set to permit free movement of the span without requiring full form removal and avoid expansion or contraction damage to the adjacent concrete.

Ensure that finished joints conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Remove all concrete within the joint opening soon after form removal and again where necessary after surface finishing to ensure full effectiveness of the expansion joint.

4.6.7. **Construction Joints**. A construction joint is formed by placing plastic concrete in direct contact with concrete that has attained its initial set. Monolithic placement means the manner and sequence of concrete placing do not create a construction joint.

Make construction joints of the type and at the locations shown on the plans. Do not make joints in bridge slabs not shown on the plans unless approved. Additional joints in other members are not permitted without approval. Place authorized additional joints using details equivalent to those shown on the plans for joints in similar locations.

Make construction joints square and normal to the forms unless otherwise required. Use bulkheads in the forms for all vertical joints.

Thoroughly clean the hardened concrete surface of all loose material, laitance, dirt, and foreign matter, and saturate it with water. Remove all free water and moisten the surface before concrete or bonding grout is placed against it. Ensure the surface of the existing concrete is in an SSD condition just before placing subsequent concrete. Prewet the existing concrete by ponding water on the surface for 24 hr. before placing subsequent concrete. Use high-pressure water blasting to achieve SSD conditions 15–30 min. before placing the concrete if ponding is not possible. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Draw forms tight against the existing concrete to avoid mortar loss and offsets at joints.

Bonding agents are not required unless specified otherwise. Coat the joint surface with bonding mortar, grout, epoxy, or other material as shown on the plans or in conformance with other Items if a bonding agent is required. Provide Type V epoxy in accordance with DMS-6100 for bonding fresh concrete to hardened concrete. Place the bonding epoxy on a clean, dry surface, and place the fresh concrete while the epoxy is still tacky. Place bonding mortar or grout on a surface that is SSD and place the concrete before the bonding mortar or grout dries. Place other bonding agents in conformance with the manufacturer’s recommendations.

4.6.8. **Handling and Placing**. Minimize segregation of the concrete and displacement of the reinforcement when handling and placing concrete. Produce a uniform, dense, compact mass.

Do not allow concrete to free-fall more than 5 ft. Remove any hardened concrete splatter ahead of the plastic concrete.

Fill each part of the forms by depositing concrete as near its final position as possible. Do not deposit large quantities at one point and run or work the concrete along the forms.

Avoid cold joints in a monolithic placement. Sequence successive layers or adjacent portions of concrete so they can be vibrated into a homogeneous mass with the previously placed concrete before it sets.

4.6.9. **Consolidation**. Carefully consolidate concrete and flush mortar to the form surfaces using immersion type vibrators. Do not use vibrators that operate by attachment to forms or reinforcement except where approved on steel forms.

Vibrate the concrete immediately after deposit. Systematically space points of vibration to ensure complete consolidation and thorough working of the concrete around the reinforcement and embedded fixtures, and into the corners and angles of the forms. Insert the vibrator vertically where possible, except for slabs where it may be inserted in a sloping or horizontal position. Vibrate the entire depth of each lift, allowing the vibrator to penetrate several inches into the preceding lift. Do not use the vibrator to move the concrete to other locations in the forms. Do not drag the vibrator through the concrete. Thoroughly consolidate concrete along construction joints by operating the vibrator along and close to but not against the joint surface. Continue the vibration until the concrete surrounding reinforcements and fixtures is completely consolidated. Hand-spade or rod the concrete if necessary to ensure flushing of mortar to the surface of all forms. Concentrate vibration efforts along the beam lines when precast concrete panels are used for deck construction.

4.6.10. **Installation of Dowels and Anchor Bolts**. Install dowels and anchor bolts by casting them in place or by grouting with grout, epoxy, or epoxy mortar unless specified otherwise. Form or drill holes for grouting. Use only epoxy when installing horizontal dowels into the edges of slabs. Follow the manufacturer's recommended installation procedures for pre-packaged grout or epoxy anchor systems. Test anchors if required on the plans or by other Items.

Drill holes for anchor bolts to accommodate the bolt embedment required by the plans. Make holes for dowels at least 12 in. deep unless otherwise shown on the plans. Make the hole diameter at least twice the dowel or bolt diameter, but the hole need not exceed the dowel or bolt diameter plus 1-1/2 in. when using cementitious grout or epoxy mortar. Make the hole diameter 1/16–1/4 in. greater than the dowel or bolt diameter when using neat epoxy, unless specified otherwise by the epoxy manufacturer.

Thoroughly clean holes of all loose material, oil, grease, or other bond-breaking substance, and blow them clean with filtered compressed air. Use a wire brush followed by oil-free compressed air to remove all loose material from the holes, repeating as necessary until no more material is removed. Ensure holes are in a surface-dry condition when epoxy type materials are used and in a surface-moist condition when cementitious grout is used. Develop and demonstrate for approval a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts. Completely fill the void between the hole and dowel or bolt with grouting material. Follow exactly the requirements for cleaning in conformance with the product specifications for pre-packaged systems.

Provide a Type III epoxy in accordance with DMS-6100 when neat epoxy is used for anchor bolts or dowels. Provide Type VIII epoxy in accordance with DMS-6100 when an epoxy grout is used. Provide grout, epoxy, or epoxy mortar as the binding agent unless otherwise shown on the plans.

Provide other anchor systems as shown on the plans.

4.6.11. **Placing Concrete in Cold Weather**. Protect concrete placed under weather conditions where weather may adversely affect results. Permission given by the Engineer for placing during cold weather does not relieve the Contractor of responsibility for producing concrete equal in quality to that placed under normal conditions. If concrete placed under poor conditions is unsatisfactory, remove and replace it as directed at Contractor's expense.

Do not place concrete in contact with any material coated with frost or with a temperature of 32°F or lower. Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless

approved. Place concrete when the ambient temperature in the shade is at least 35°F and rising or above 40°F.

Provide and install recording thermometers, maturity meters, or other suitable temperature measuring devices to verify all concrete is effectively protected. Maintain the temperature of the top surface of bridge slabs and top slabs of direct traffic culverts at 50°F or above for 72 hr. from the time of placement and above 40°F for an additional 72 hr.

Use additional covering, insulated forms, or other means and, if necessary, supplement the covering with artificial heating. Avoid applying heat directly to concrete surfaces. Cure as specified in Section 422.4.8., "Final Curing," during this period until all requirements for curing have been satisfied.

Have on hand all necessary heating and covering material, ready for use, before permission is granted to begin placement when impending weather conditions indicate the possible need for temperature protection. Distress caused by concrete drying out as a result of delayed set and strength gain associated with cold weather are a result of the Contractor's actions and are subject to repair in accordance with Section 422.4.10., "Defective Work."

4.6.12. **Placing Concrete in Hot Weather**. Use an approved Type B or Type D set retarding agent in all concrete for superstructures and top slabs of direct traffic culverts, except concrete containing slag cement, when the temperature of the air is above 85°F, unless otherwise directed.

Keep the concrete at or below the maximum temperature at time of placement as specified above. Sprinkle and shade aggregate stockpiles or use ice, liquid nitrogen systems, or other approved methods as necessary to control the concrete temperature.

4.6.13. **Placing Concrete in Superstructure**. Place simple span bridge slabs without transverse construction joints by using either a self-propelled transverse finishing machine or a mechanical longitudinal screed unless otherwise shown on the plans. Use of manually operated screeding equipment may be permitted for small placements or for unusual conditions such as narrow widening, variable cross-slopes, or transitions. Support the screed adequately on a header or rail system stable enough to withstand the longitudinal or lateral thrust of the equipment. Adjust the profile grade line as necessary to account for variations in beam camber and other factors to obtain the required slab thickness and concrete cover over the slab reinforcement. Set beams and verify their surface elevations in a sufficient number of spans so that when adjustment is necessary, the profile grade line can be adjusted over suitable increments to produce a smooth riding surface. Take dead load deflection into account in setting the grades of headers and rail systems. Use construction joints when required or permitted for slab placements on steel or prestressed concrete beams, as shown on the plans. Release falsework under the spans before placing concrete on steel girder or truss spans, and swing the spans free on their permanent supports.

Provide additional camber to offset the initial and final deflections of the span as shown on the plans for concrete flat slab, concrete slab, and girder spans cast in place on falsework. Provide camber of approximately 3/8 in. for 30-ft. spans and 1/2 in. for 40-ft. spans to offset initial and final deflections for concrete slab and girder spans using pan forms, unless otherwise directed. Provide a camber of 1/8 in. for 10-ft. spans but no more than 1/2 in. for concrete flat slab, concrete slab, and girder spans not using pan forms when dead load deflection is not shown on the plans.

Provide a camber of 1/4 in. in addition to deflection for slabs without vertical curvature on steel or prestressed concrete beams. Provide camber for specified vertical curvature and transverse slopes.

Make one or more passes with the screed over the bridge slab segment before placing concrete on it to ensure proper operation and maintenance of grades and clearances. Use an approved system of checking to detect any vertical movement of the forms or falsework. Maintain forms for the bottom surface of concrete slabs, girders, and overhangs to the required vertical alignment during concrete placing.

Level, strike off, and screed the surface while carrying a slight excess of concrete ahead of the screed to fill all low spots as soon as the concrete has been placed and vibrated in a section wide enough to permit

working. Move longitudinal screeds across the concrete with a saw-like motion while their ends rest on headers or templates set true to the roadway grade or on the adjacent finished slab. Move transverse screeds longitudinally approximately 1/5 of the drum length for each complete out-and-back pass of the carriage. Screed the surface of the concrete enough times and at intervals to produce a uniform surface true to grade and free of voids.

Fog unformed surfaces of slab concrete in bridge slabs and in top slabs of direct traffic culverts from the time of initial strike-off of the concrete until finishing is completed and required interim curing is in place. Do not use fogging to add finishing water, and do not work moisture from the fog spray into the fresh concrete.

Retard the concrete for simple spans only if necessary to complete finishing operations or as required by this Section. Bring the top of curb and sidewalk section to the correct camber and alignment when filling curb forms and finish them in accordance with this Item.

4.6.13.1. **Transverse Screeding**. Install rails for transverse finishing machines that are supported from the beams or girders so the supports may be removed without damage to the slab. Prevent bonding between removable supports and the concrete in an acceptable manner. Do not allow rail support parts that remain embedded in the slab to project above the upper mat of reinforcing steel. Rail or screed supports attached to I-beams or girders are subject to the requirements of this Item. Place concrete at a minimum rate of 30 ft. of bridge slab per hour for transverse screeding unless otherwise shown on the plans. Deposit concrete parallel to the skew of the bridge so all girders are loaded uniformly along their length. Deposit slab concrete between the exterior beam and adjacent beam before placing concrete in the overhang portion of the slab. Furnish personnel and equipment capable of placing, finishing, and curing the slab at an acceptable rate to ensure compliance with the specifications. Place concrete in transverse strips. Start placement at the lowest end on profile grades greater than 1-1/2%.

At the Contractor's option, attach a pan drag and either a carpet or burlap drag to the screed assembly to float and provide surface micro-texture in one operation. Adjust the contact pressure of the pan drag to smooth high spots and fill any depressions left by the screed. Adjust the weight or position of the carpet or burlap drag to produce a smooth sandy micro-texture without blemishes, marks, or scratches deeper than 1/16 in. Fill screed rail support holes and holes from the Engineer's depth checks for slab thickness and reinforcing cover with concrete and finish them to match the rest of the slab.

4.6.13.2. **Longitudinal Screeding**. Use of temporary intermediate headers will be permitted for placements over 50 ft. long if the rate of placement is rapid enough to prevent a cold joint and if these headers are designed for easy removal to permit satisfactory consolidation and finish of the concrete at their locations, unless otherwise shown on the plans. Deposit slab concrete between the exterior beam and the adjacent beam before placing concrete in the overhang portion of the slab. Place concrete in longitudinal strips starting at a point in the center of the segment adjacent to one side, except as this Section specifies, and complete the strip by placing uniformly in both directions toward the ends. Start placing at the lowest end for spans on a profile grade of 1-1/2% or more. Use strips wide enough that the concrete within each strip remains plastic until placement of the adjacent strip. Place the concrete in proper sequence to be monolithic with the adjacent longitudinal strips of the slabs where monolithic curb construction is specified.

4.6.13.3. **Placements on Continuous Steel Units**. Place slabs on continuous steel units in a single, continuous operation without transverse construction joints using a self-propelled transverse finishing machine or a mechanical longitudinal screed, unless otherwise shown on the plans. Retard the initial set of the concrete sufficiently to ensure concrete remains plastic in at least three spans immediately preceding the slab being placed. Use construction joints, when required for slab placements on steel beams or girders, as shown on the plans. Ensure the previously placed concrete attains a compressive strength of 3,000 psi when staged placement of a slab is required on the plans before placing the next stage concrete. Multiple stages may be placed in a single day if approved. Use an approved placing sequence that will not overstress any of the supporting members where plans permit staged placing without specifying a particular order of placement.

4.6.13.4. **Slab and Girder Units**. Place girders, slab, curbs of slab, and girder spans monolithically unless otherwise shown on the plans. Fill concrete girder stems first and place the slab concrete within the time limits specified in this Item. Place concrete in the stems for a short distance if using a transverse screed, and then place the

concrete in transverse strips. Fill the outside girder stem first, beginning at the low end or side, if using a longitudinal screed, and continue placement in longitudinal strips.

4.7. **Finish and Interim Curing of Bridge Slabs**. Obtain approval of the proposed interim curing methods, equipment, and materials at the pre-pour meeting before placing concrete. Consider forecast weather conditions to determine the interim curing methods to use.

Use work bridges or other suitable facilities to perform all finishing operations and to provide access, if necessary, for the Engineer to check measurements for slab thickness and reinforcement cover.

Work the screeded surface to a smooth finish using a long-handled wood or metal float, or hand-float it from work bridges over the slab. Floating may not be necessary if the pan float attached to a transverse screed produces an acceptable finish. Avoid overworking the surface of the concrete. Avoid use of finish water.

Perform sufficient checks, witnessed by the Engineer, using a long-handled 10-ft. straightedge on the plastic concrete to ensure the final surface will be within specified tolerances. Make the check with the straightedge parallel to the centerline. Lap each pass half over the preceding pass. Remove all high spots and fill and float all depressions more than 1/16 in. deep with fresh concrete. Continue checking and floating until the surface is true to grade and free of depressions, high spots, voids, or rough spots. Fill screed-rail support holes with concrete and finish them to match the top of the slab.

Provide a uniform micro-texture using a carpet drag, burlap drag, or broom finish. Finish the surface to a smooth sandy texture without blemishes, marks, or scratches deeper than 1/16 in. Apply the surface texturing using a work bridge or platform immediately after completing the straightedge checks. Draw the carpet or burlap drag longitudinally along the concrete surface, adjusting the surface contact area or pressure to provide a satisfactory coarsely textured surface. A broom finish may be performed using a fine-bristle broom transversely. For bridge approach slabs, the carpet drag, burlap drag, or broom finish may be applied either longitudinally or transversely.

Evaporation protection is required if the evaporation rate exceeds 0.10 lb. per square foot per hour in accordance with the *Evaporation Calculation for Concrete Worksheet* as shown on the Department's website, in accordance with the evaporation rate nomograph in PCA's *Design and Control of Concrete Mixtures*, or if shown on the plans.

4.7.1. **Evaporation Protection**. Use one of the following methods for evaporation protection.

4.7.1.1. **Evaporation Retardant**. Coat the concrete surface immediately after the carpet or burlap drag, or broom finish with a single application of evaporation retardant at a rate recommended by the manufacturer. Do not allow more than 10 min. to elapse between the texturing at any location and application of evaporation retardant. The evaporation retardant may be applied using the same work bridge used for surface texturing. Do not work the concrete surface once the evaporation retardant has been applied.

4.7.1.2. **Wet Burlap**. Place pre-wet burlap no more than 10 ft. behind the finishing operation. A work bridge may be required to avoid marring the surface. Ensure the wet burlap covers the entire surface. Use sprayers, hoses, sprinklers, or other similar methods to keep the burlap continuously wetted until application of the final curing.

4.7.2. **Interim Curing**. Apply interim curing using one of the following options after applying the evaporation protection (if needed).

4.7.2.1. **Membrane Cure**. Apply membrane interim curing at a rate of approximately 180 sq. ft. per gallon. Apply before the water sheen disappears but do not place over standing water. Fog as necessary to maintain the wet sheen. Do not spray membrane curing on a dry surface.

4.7.2.2. **Wet Burlap**. Place pre-wet burlap no more than 10 ft. behind the finishing operation. Burlap used for evaporation protection will also be considered as the interim curing.

4.8. **Final Curing**. Obtain approval of the proposed curing methods, equipment, and materials at the pre-pour meeting before placing concrete. Inadequate curing or facilities may delay all concrete placements on the project until remedial action is taken. Apply final curing as soon as possible after interim curing without damaging the surface finish. Check the adequacy of the curing each day of the curing period. Take corrective action or modify the curing methods as needed to maintain a moist concrete surface.

A curing day is a calendar day when the temperature, taken in the shade away from artificial heat, is above 50°F for at least 19 hr. or, on colder days, if the temperature of all surfaces of the concrete is maintained above 40°F, for the entire 24 hr. The required curing period begins when all concrete has attained its initial set. Tex-440-A may be used to determine when the concrete has attained its initial set.

Cure all superstructure concrete according to the following, unless otherwise shown on the plans:

- Concrete using Type I or Type III cement: 8 days
- Concrete using Type I/II or Type II cement: 10 days
- Concrete with any type of supplementary cementing materials: 10 days

Place polyethylene sheeting, burlap-polyethylene blankets, laminated mats, or insulating curing mats in direct contact with the slab when the air temperature is expected to drop below 40°F during the first 72 hr. of the curing period. Weigh down these curing materials using dry mats to maintain direct contact with the concrete and provide insulation against cold weather. Supplemental heating or insulation may be required in cold and wet weather if the insulating cotton mats become wet or the concrete drops below the specified curing temperature. Avoid applying heat directly to concrete surfaces.

Use one of the following water curing methods for final curing. Keep all exposed surfaces of the concrete wet continuously for the required curing time. Use water for curing that meets the requirements for concrete mixing water in accordance with Section 421.2.5., “Water.” Do not use seawater or water that stains or leaves an unsightly residue.

4.8.1. **Cotton Mats**. Keep the concrete continuously wet by maintaining wet cotton mats in direct contact with the concrete for the required curing time. Weight the mats adequately to provide continuous contact with all concrete. Cover surfaces that cannot be cured by direct contact with mats, forming an enclosure well anchored to the forms or ground so outside air cannot enter the enclosure. Provide sufficient moisture inside the enclosure to keep all surfaces of the concrete wet. Use of soaker hoses and plastic covering is acceptable provided the concrete surface remains continuously wet for the required curing duration.

4.8.2. **Burlap Mats**. The burlap used for interim curing may also be used for final curing if kept continuously wetted and completely covered with plastic sheeting. Overlap plastic sheeting and weigh down sufficiently so air cannot enter underneath the plastic.

4.8.3. **Burlap-Polyethylene Mats**. Place these mats over soaker hoses or by other similar methods to keep the concrete surface wetted for the duration of the curing period. Overlap the mats and weight down sufficiently so air cannot enter underneath the mats.

4.9. **Removal of Forms and Falsework**. Forms for vertical surfaces may be removed after the concrete has aged 12 hr. after initial set, provided the removal can be executed without damage to the concrete, unless otherwise directed.

Remove forms for inside curb faces and for bridge rails whenever removal can be executed without damage to the curb or railing.

Leave in place weight-supporting forms and falsework spanning more than 1 ft., except as directed otherwise, until the concrete has attained a compressive strength of 2,500 psi. Remove forms for other structural components as necessary.

Forms or parts of forms may be removed only if constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

Remove all metal appliances used inside forms for alignment to a depth of at least 1/2 in. from the concrete surface. Make the appliances so that metal may be removed without undue chipping or spalling of the concrete, and so that it leaves a smooth opening in the concrete surface when removed. Do not burn off rods, bolts, or ties.

Remove all forms and falsework unless otherwise directed.

Apply an ordinary surface finish as the final finish to the bottom of bridge slabs between girders or beams, and vertical and bottom surfaces of interior concrete beams or girders, unless otherwise noted.

Form marks and chamfer edges do not need to be smoothed for the bottom of bridge slabs between girders or beams. Remove all fins, runs, drips, or mortar from surfaces that will be exposed.

4.10. **Defective Work**. The Contractor is responsible for the ride quality of the finished bridge slab. The Engineer will use a 10-ft. straightedge (1/8 in. in 10 ft.) to verify ride quality and determine locations where corrections are needed. Submit a plan for approval to produce a ride of acceptable quality if the Engineer determines the ride quality is unacceptable. Make all corrections for ride before saw-cutting grooves.

Repair defective work as soon as possible. Remove and replace at the expense of the Contractor any defect that cannot be repaired to the satisfaction of the Engineer.

The Engineer will inspect the deck or slab for plastic shrinkage and settlement cracking after completion of final curing and within 5 days after curing mats are removed. Seal any noted shrinkage cracks attributable to Contractor placing, curing, and finishing practices as well as transverse cracks over interior bents in continuous units using gravity feed crack repair as directed in accordance with Item 780, “Concrete Crack Repair,” at no cost to the Department.

4.11. **Final Surface Texture**. Saw-cut grooves in the hardened concrete of bridge slabs, bridge approach slabs, and direct traffic culverts to produce the final texturing after completion of the required curing period, unless otherwise specified. Cut grooves parallel to the structure centerline, unless otherwise shown on plans. Cut grooves along the slab within 18 in. of the barrier rail, curb, or median divider. Adjust groove cutting at skewed metal expansion joints in bridge slabs so all grooves end within 6 in. of the joint, measured perpendicular to the centerline of the metal joint. Leave no ungrooved surface wider than 6 in. adjacent to either side of the joint. Cut grooves continuously across construction joints or other joints in the concrete less than 1/2 in. wide. Apply the same procedure described above where barrier rails, curbs, or median dividers are not parallel to the structure centerline to maintain the 18-in. maximum dimension from the end of the grooves to the gutter line. Cut grooves continuously across formed concrete joints. Provide either a carpet drag or broom finish for micro-texture when saw-cut grooves are not required on the plans. In this case, ensure an adequate and consistent micro-texture is achieved by applying enough weight to the carpet and keeping the carpet or broom from getting plugged with grout. For surfaces that do not have adequate texture, the Engineer may require corrective action including diamond grinding or shot blasting.

Give a carpet drag, burlap drag, or broom finish to all concrete surfaces to be overlaid when the plans call for a concrete overlay (CO) to be placed on the slab (new construction). Saw-grooving is not required in this case. Provide an average texture depth for the finish of approximately 0.035 in. with no individual test falling below 0.020 in., unless otherwise shown on the plans, when tested in accordance with Tex-436-A. Revise finishing procedures to produce the desired texture if the texture depth falls below what is intended.

Give all concrete surfaces to be covered a lightly textured broom or carpet drag finish when the plans require an asphalt seal, with or without overlay, on the slab (new construction). Provide an average texture depth of approximately 0.025 in. when tested in accordance with Tex-436-A.

5. MEASUREMENT

Reinforced concrete slabs or decks on girders, beams, slab beams, double-T beams, or box beams placed under this Item will be measured by the square foot of slab surface area using the nominal dimensions and

configuration shown on the plans. Transverse measurement will be made from outer edge of slab to outer edge of slab (including raised median and sidewalk sections). Longitudinal measurement will be made between ends of units or spans. Diaphragms, haunch concrete, reinforcement, and optional steel diaphragms will be considered as a portion of the slab unless otherwise shown on the plans. An estimated quantity for the haunch between the slab and beams will be included for the Contractor's information only. No measurement will be made during construction for variation in the amount of haunch concrete due to variations in camber of the beams.

Approach slabs and cast-in-place superstructure elements including flat slabs, slab and girder units (pan formed), and shear keys will be measured by the cubic yard. For slab and girder spans using pan forms, a quantity will be included for the screed setting required to provide proper camber in the roadway surface after form removal.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustment of quantities is required.

The quantities of concrete and reinforcing steel shown on the plans are based on a conventionally formed slab. These quantities include amounts for concrete diaphragms, brackets and other required attachments, and haunch concrete when required, based on the profile grade, theoretical camber, and dead load deflection of the beams. No additional measurement will be made for concrete or reinforcing steel due to a variation in camber of the beams from theoretical camber, or for additional quantities required by optional methods of forming.

Additional concrete that may be required by an adjustment of the profile grade line during construction, to ensure proper slab thickness, will not be measured for payment.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the various superstructure elements specified. This price is full compensation for furnishing, hauling, mixing, placing, curing, and finishing concrete; furnishing and placing reinforcing steel; grouting and pointing; furnishing and placing drains and expansion joint material (except where specifically furnished under another Item); furnishing and placing metal flashing strips; forms (removable and permanent) and falsework; prestressed concrete panels; furnishing and placing concrete and reinforcement for raised medians, sidewalks, sign mounts, luminaire brackets, and other concrete appurtenances; removing designated portions of existing slab; cleaning, bending, and cutting exposed existing reinforcing steel; welding reinforcing steel; doweling; cleaning and preparing concrete surfaces; and equipment, labor, tools, and incidentals.

Price will be adjusted in accordance with Article 421.6., "Measurement and Payment," when required to address non-compliance of project acceptance testing.

Diaphragm concrete will not be paid for directly, but will be subsidiary to the slab unless otherwise shown on the plans.

Structural steel, anchor bolts, armor joints, sealed expansion joints, rail (including the concrete parapet portion), and concrete median barrier will be measured and paid for in conformance with pertinent bid items.

In addition to the work described above, for extending structures the unit price bid is full compensation for removing and disposing of the designated portion of the existing structure; removing, stockpiling, and replacing headwall units for reuse; cleaning, bending, and cutting of exposed reinforcing steel; splicing or welding of new reinforcing steel to existing reinforcing steel; installation of dowels; and cleaning and preparing existing concrete surfaces.

Item 424
Precast Concrete Structural Members (Fabrication)

1. DESCRIPTION

Fabricate precast prestressed and precast nonstressed concrete members. This Item, in conjunction with DMS-7300, "Precast Concrete Fabrication Plants," applies to both multi-project and project-specific fabrication plants. For this Item, the following definitions apply.

- **Box Beams**. For this specification, all box beams, X-beams, slab beams, and decked slab beams are referred to as box beams.
- **I-Beams**. For this specification, all I-girders and bulb-tee beams are referred to as I-beams.
- **Major Prestressed Members**. Includes all other prestressed members not listed as minor prestressed members, including by not limited to I-beams, U-beams, box beams, cylindrical piling, bent caps, and abutments.
- **Minor Prestressed Members**. Includes piling and bridge deck panels.
- **Multi-Project Fabrication Plant**. A facility at an offsite location that fabricates precast prestressed or precast nonstressed members. This definition also applies to single Contract offsite facilities.
- **Nonstressed Members**. Precast concrete members that have not been pre-tensioned or post-tensioned.
- **Post-Tensioning**. The application of prestressing force to the tensioning devices after concrete has hardened.
- **Prestressed Members**. Precast concrete members fabricated by the process of pre-tensioning, post-tensioning, or a combination of both methods.
- **Prestressing**. The introduction of internal stresses (pre-tensioning or post-tensioning) into a structural member by tensioning and anchoring strands or bars, to counteract the stresses resulting from the applied load.
- **Pre-Tensioning**. The application of prestressing force to the tensioning devices before casting concrete.
- **Project-Specific Fabrication Plant**. A temporary facility at or near the project location that fabricates precast prestressed or precast nonstressed members for only one Contract. This definition may be applied to temporary facilities that fabricate for multiple adjacent Contracts, if approved.
- **Self-Consolidating Concrete (SCC)**. A highly workable concrete that can flow through densely reinforced or complex structural elements under its own weight and adequately fill voids without segregation, excessive bleeding, or the need for vibration.
- **Temperature Probe**. Thermocouple for measuring concrete temperature or air temperature.
- **Temperature Recording Device**. Data logger for recording temperatures from the temperature probes.
- **Tendon**. Any single unit used to apply prestressing force to the member. For post-tensioned units, a tendon is a bar or group of strands with common end anchorage.

2. EQUIPMENT

2.1. **Field Office and Inspection Laboratory**. Provide a field office and inspection laboratory for multi-project and project-specific fabrication plants in accordance with DMS-7300.

2.2. **Furnishings and Laboratory Equipment**. Provide furnishings and laboratory equipment for multi-project and project-specific fabrication plants in accordance with DMS-7300.

2.3. **Plant Facilities**. Provide plant facilities for multi-project and project-specific fabrication plants that produce prestressed members in accordance with DMS-7300.

2.4. **Batch Plant**. Provide batch plant onsite for SCC production unless otherwise approved. Do not use volumetric mixers for SCC.

3. MATERIALS

Furnish materials in accordance with Item 425, "Precast Prestressed Concrete Structural Members," and other pertinent Items.

4. CONSTRUCTION

4.1. **General Requirements**.

4.1.1. **Shop Drawings**. Prepare and electronically submit shop drawings before fabrication in accordance with the *Guide to Shop Drawing Submittals* available on the Bridge Division website. Provide one complete approved 11 × 17 in. set in hardcopy to the Department inspector at the fabrication plant. Stamp it "For Materials and Tests Division Inspector." The Engineer may require additional complete hardcopy sets.

Provide a title block on each sheet in the lower right corner with the following information:

- sheet index data shown on lower right corner of the plans,
- sheet numbering for shop drawings,
- name of structure or stream,
- name of owner or developer,
- name of fabricator or supplier, and
- name of Contractor.

4.1.1.1. **Prestressed Members**. Furnish shop drawings for prestressed members unless otherwise shown on the plans or in conformance with other Items. Submit the proposed designs on forms furnished by the Department when optional designs are permitted by the plans. Obtain approval of these designs before casting. Approval of optional designs does not relieve the Contractor from the responsibility of furnishing a satisfactory completed structure. Provide submittals for precast post-tensioned members in accordance with this specification and Item 426, "Post-Tensioning."

4.1.1.2. **Nonstressed Members**. Furnish shop drawings for nonstressed members when required by the plans or pertinent Items.

4.1.2. **Plant Approval**.

4.1.2.1. **Plant Submittals**. Provide submittals in accordance with DMS-7300 for each particular plant operation. This requirement does not apply to project-specific nonstressed member fabrication plants.

4.1.2.2. **Plant Audits**. Multi-project and project-specific fabrication plants must successfully complete initial and periodic Department-directed plant audits in accordance with DMS-7300.

4.1.3. **Notice of Beginning Work**. Give adequate notice before beginning work as specified in Table 1. Include a schedule for all fabrication processes and dates when inspections are to occur.

Table 1
Notice of Beginning Work

Plant Location	Notice Required
In Texas	7 days
In the contiguous United States	21 days
Outside the contiguous United States	60 days

Perform no Department work in the plant before the Engineer authorizes fabrication. The Contractor must bear all Department travel costs when changes to their fabrication or inspection schedules are not adequately conveyed to the Department. When fabrication is performed outside the contiguous 48 states, the additional cost of inspection will be in accordance with Article 6.4., "Sampling, Testing, and Inspection."

4.1.4. **Personnel Qualifications**. Provide qualified personnel in accordance with DMS-7300 for each particular plant operation.

4.1.5. **Quality Responsibilities**. The quality responsibilities for the Contractor for each particular plant operation will be in accordance with DMS-7300.

4.2. **Fabrication**. Prepare a casting schedule on Department-approved forms in accordance with DMS-7300, and submit it daily to the Department before fabrication. This requirement does not apply to project-specific minor prestressed member or project-specific nonstressed member fabrication plants. Perform fabrication during daylight hours unless the production site has an approved lighting system. Submit lighting details electronically to the Engineer for review before installing lighting system. Allow for plant and Department inspection in accordance with Item 6, "Control of Materials."

4.2.1. **Forms**. Design forms to prevent damage to the concrete from restraint as the concrete shrinks, from form expansion and contraction from thermal changes, from stripping operations, and from dimensional changes due to pre-tensioning. Forms, regardless of material, must conform to the profiles, dimensions, and tolerances of the finished product as shown on the plans and in accordance with this Item. Maintain forms free of dents, grease, or other foreign materials that may affect the appearance of the member, and clean forms thoroughly before each casting operation and immediately before applying a form-release agent.

4.2.1.1. **External Forms**. Construct side and bottom forms of steel unless otherwise approved or shown on the plans. Timber forms, when permitted, must meet the requirements of Section 420.4.4., "Forms." End headers may be of other material as approved.

Construct forms with sufficient thickness, external bracing and stiffeners, and anchorage to withstand the forces generated during concrete placement and consolidation. Do not stabilize forms with bracing and holding devices that will remain in the finished member.

Provide corners with a chamfer or radius as shown on the plans.

Maintain forms sufficiently mortar-tight to prevent damage that requires repair to the finished product. Where sections of forms will be joined, an offset of 1/16 in. for flat surfaces and 1/8 in. for corners and bends is permitted. Longitudinal form joints in prestressed concrete beams are not permitted except for the side forms of slab beams, decked slab beams, box beams, and X-beams, or as shown on the plans. Do not allow vertical or horizontal gaps or offsets to exceed 1/4 in. between adjacent sections of built-up end headers.

Check and maintain the grade and alignment of forms each time they are set and during placement of concrete.

Apply a form-release agent, in conformance with the manufacturer's recommendations, to the facing of forms before placing concrete. Use a form-release agent that facilitates form removal and does not affect any required coating, painting, or color-staining operations. Do not use materials that appreciably stain or react with the concrete. Remove excess form-release agent from the form surface before casting, and ensure it does not contaminate strands, reinforcing steel, and embedments. Use a clear form-release agent of the

same brand throughout the casting of retaining wall panels per structure, unless it can be shown that a different form-release agent does not change the appearance of the concrete.

Construct the forms to facilitate removal of members without damage to the concrete.

Construct and maintain the soffit (liner) to provide a maximum 1/4-in. variation from the theoretical plane, and do not allow the soffit to vary more than 1/4 in. between any two points in any 50-ft. length.

At the Contractor's option, construct side forms for bridge deck panels and prestressed piling with a draft for ease of product removal. Maintain product dimensional tolerances shown in Table 3. A maximum 1/4-in. draft is allowed for bridge deck panels.

4.2.1.2. **Internal Forms**. Use solid expanded polystyrene conforming to ASTM C578, Type I for forming internal voids. The form material must be inert, non-biodegradable, non-absorptive, and strong enough to maintain sufficient rigidity to withstand the forces generated during concrete placement and consolidation without damage. Other materials for forming internal voids may be used when approved. Provide certification of conformance for void forms. The Engineer may require samples to be submitted when needed.

Anchor internal void forms to prevent movement or misalignment while placing concrete. Provide hold-down devices for all types of void forms at 30-in. maximum spacing unless otherwise approved. Do not use internal hold-down or lateral bracing devices that will remain in the finished member unless approved. Provide enough bearing area on the void form to prevent penetration of hold-down devices into the void form. Splice void form sections to prevent separation or misalignment during concrete placement and consolidation operations.

During casting, verify and document void form placement at 10-ft. maximum spacing using an approved method.

Drain prestressed concrete U-beams and voided box beams through the bottom flange by forming holes in each voided area as shown on the plans.

4.2.2. **Prestressing**. Perform pre-tensioning in accordance with this Item and post-tensioning in accordance with Item 426.

4.2.2.1. **Prestressing Equipment**. Furnish hydraulic jacks with sufficient capacity for prestressing the steel. Equip the jacks with instruments for monitoring the hydraulic pressure. Provide gauges at least 6 in. in diameter and with means to prevent the gauge pointer from fluctuating. Electronic pressure transducers with digital indicators may be used. Pressure gauges or electronic pressure indicators must indicate the load directly to 1% of the maximum gauge or sensor/indicator capacity, or 2% of the maximum load applied, whichever is smaller.

Calibrate each jack and its gauge with the cylinder extension in the approximate position at final jacking force. Jacks and gauges for post-tensioning and single-strand pre-tensioning must be calibrated as a unit. Have certified calibration charts furnished by an independent laboratory and with each jack and gauge used on the project. Provide certified calibration of each ram before starting stressing operations on the project and:

- every 6 mo. thereafter for post-tensioning operations,
- every 12 mo. thereafter for pre-tensioning operations, and
- as requested.

The calibration frequency for multiple-strand pre-tensioning equipment may be extended to every 24 mo. thereafter if an approved master gauge system monitors it. The master gauge must check this equipment when suspect results occur and at least every 6 mo. Calibrate the master gauge in conformance with the manufacturer's recommendations and at least every 12 mo.

Recalibrate jacks and gauges when a malfunction occurs; when repairs such as replacing the seals, changing the length of the hydraulic lines, or changing the pump occur; or when using gauges that have not been calibrated with the jack. Extra compensation will not be allowed for the initial or subsequent calibrations.

Post-tensioning jacks must have provisions for measuring tendon elongation directly on the strand or bar. The jacks must be capable of slow release of force to properly seat the tendon anchors.

Single-strand stressing jacks for pre-tensioning must have provisions for measuring the elongation directly on the strand.

Multi-strand detensioning jacks must have sufficient capacity and throw to permit simultaneous release of the entire load in the strands. Use an approved single-strand flame-release procedure to release the remaining load if there is not enough throw in the multi-strand jacks to release all load in the strands.

4.2.2.2. **Pre-Tensioning**. Pre-tension all strands to a uniform initial load between 5% and 25% of the final load, unless otherwise approved. Apply the load within a tolerance of:

- ±100 lb. per strand if the designated initial load is less than or equal to 10% of the final load, or
- ±200 lb. per strand if the designated initial load is greater than 10% of the final load.

Measure the initial load with a calibrated dynamometer or other suitable instrument.

Do not allow the modulus of elasticity of individual strands to vary more than 1% from each other when multiple-strand tensioned. Use a weighted average modulus of elasticity of strands to calculate elongation for multiple-strand tensioning operations.

Establish reference marks on the strand for measuring elongation after initial tensioning. Provide means for measuring the elongation of the strand to an accuracy of 1% of the theoretical elongation or 1/8 in., whichever is smaller. Establish independent references on the strand adjacent to each anchorage, to indicate slippage that may occur between the time of initial stressing and final release of the strands.

Do not allow the stress in the strand to exceed 80% of the specified ultimate tensile strength of the strand at any time.

Do not use any portion of the strand that has been previously gripped with chucks in the length of strand to be tensioned, except where gripped with chucks during initial tensioning. Do not drive over prestressing strand.

Strand chucks designed with spring caps must be used with the spring caps. Visually inspect strand chucks that are not equipped with spring caps to ensure all wedges are evenly seated after applying initial load. Correct unevenly seated wedges by releasing the stress, repositioning wedges, and reapplying the initial load.

Failure of individual wires in a seven-wire strand is acceptable if the total area of wire failure is not more than 2% of the total cross-sectional area of all strands in the member, and if no more than one wire fails in any single strand. Any setup with one or more broken wires must be examined by a licensed professional engineer or Quality Control Supervisor (as defined in DMS-7300) to determine the cause before continuing stressing operations on the particular casting line.

4.2.2.2.1. **Strand Splicing**. Do not splice draped strands. One splice per straight strand will be permitted subject to the following.

- Locate splices outside the members.
- Splice strands with the lay or twist in the same direction to avoid unraveling.
- Splice all straight strands in a multiple-strand tensioning operation so an adjustment can be made for the average seating loss.

- Cut strand ends to be spliced with shears, abrasive saws, or grinders to remove regions where chucks were previously seated. Cut in the same manner at least 12 in. from strand ends to be spliced that were previously flame cut.

4.2.2.2.2. **Single and Multiple Straight Strand Tensioning**. After initial tensioning, apply the required load to the strands as shown on the plans by means of single-strand or multiple-strand hydraulic jacks equipped with calibrated gauges. Verify the final load in the strands by observing either the gauge pressure or elongation and independently checking the other. The final load and elongation must agree within 5% of the computed theoretical values. Additionally, the final load and elongation must agree algebraically with each other within 5%. Suspend tensioning operations until the problem has been identified and corrected in the event of discrepancies exceeding these tolerances.

Verify uniform application of load to strands for multiple strand-tensioning systems by measuring the movement on opposite sides of the anchorage.

4.2.2.2.3. **Draped Strand Tensioning**. Verify the intermediate load by observing either the gauge pressure or elongation and independently checking the other when draped strands are tensioned in a straight or partially draped position before application of final load. If strands are tensioned in the final position, intermediate or final load and elongation must agree within 5% of the computed theoretical values. Additionally, the intermediate or final load and elongation must agree algebraically within 5% of each other. Suspend tensioning operations until the problem has been identified and corrected in the event of discrepancies exceeding these tolerances.

After application of final load, measurements on individual draped strands to establish differential stresses at selected points on the member will be averaged at a cross-section of the member. The averages must be within 5% of the theoretical elongation. The measured elongation of any individual draped strand must not vary from the theoretical elongation by more than 10% at any measured cross-section. Suspend tensioning operations until the problem has been identified and corrected in the event of discrepancies exceeding these tolerances.

Other methods to measure the intermediate load and final load in the draped strands may be submitted for approval.

4.2.2.2.4. **Strand Debonding**. Encase strands in plastic sheathing along the entire debonded length, when shown on the plans, and seal the ends with waterproof tape. Use split plastic sheathing only if the seam is sufficiently sealed with waterproof tape to prohibit grout infiltration. Use sheathing that will not react with the surrounding concrete.

Full-length debonding of straight strands will be approved on an individual basis. Full-length debonding, when permitted, must be symmetrical about the vertical centerline of the beam and limited to 10% of the total number of straight strands or six straight strands, whichever is less. Do not debond draped strands full length. When using a concrete anchor block to combine strand patterns, the same criteria apply.

4.2.2.3. **Combined Pre-Tensioning and Post-Tensioning**. When the plans call for a combination of pre-tensioning and post-tensioning, all the requirements for pre-tensioning in this specification and for post-tensioning in Item 426 apply.

4.2.3. **Placing Reinforcing Steel**. Place reinforcing steel in accordance with Item 440, “Reinforcement for Concrete.” Reinforcing steel projection outside the member must not be more than 1/2 in. or less than 3/4 in. from plan dimension unless otherwise approved. Do not damage sheathing for strand debonding. Do not tie reinforcing steel to debonded strand regions.

Weld steel components in accordance with Item 441, “Steel Structures.”

4.2.4. **Quality of Concrete**. Provide concrete in accordance with Item 421, “Hydraulic Cement Concrete.” Use the class of concrete shown on the plans or in the pertinent Item for each type of structure or unit. Provide

concrete meeting the approved mix design water-cement ratio. SCC is not allowed for project-specific fabrication plants unless approved. Mix concrete for 1 min. for 1 cu. yd. and 15 sec. for each additional cubic yard of rated capacity of the mixer. Count the mixing time from the time all materials are in the drum. Increase mixing time if necessary to achieve a uniform mix. Control concrete by compressive strength tests of cylinders or other pertinent performance tests detailed on the plans or pertinent Items. Concrete compressive-strength test cylinders will be made, cured, and tested in accordance with Tex-704-I. Cure release-of-tension strength cylinders in accordance with Tex-715-I when match-cure technology is used.

High-strength concrete (f'_c > 9,000 psi) is accepted based on 56-day compressive strength testing. Concrete design-strength test cylinders for high-strength concrete will be made, cured, and tested in accordance with Tex-704-I.

Product with concrete that fails to meet minimum design compressive strength requirements will be reviewed. Concrete that has been determined to be structurally adequate may be accepted at an adjusted price based on the formula in Article 421.6., "Measurement and Payment." If the Engineer requires cores be taken to determine the strength of the in-situ concrete, the coring will be at the Contractor's expense and in accordance with Tex-424-A. All cores from precast members must meet 100% of the minimum design compressive strength requirements. For concrete that has been determined to be structurally adequate, coring of the in-situ concrete will not be allowed for the purpose of avoiding the price adjustment. The Department may require reimbursement for testing of cores. Testing by an approved commercial testing laboratory will be at the Contractor's expense. Test results from a commercial laboratory must be sealed by a licensed professional engineer.

SCC used for prestressed beams must have a Modulus of Elasticity of 5,000 ksi at 28 days. Test the concrete mix design before use in accordance with ASTM C469.

4.2.5. **Placing Concrete**. Place concrete only when its temperature at time of placement is between 50°F and 95°F.

Take responsibility for producing quality concrete under any weather condition and ensure adequate weather protection provisions are on-site and available for immediate use.

Provide immediate protective measures without compromising the quality of the product if rainfall occurs after concrete placing operations have started. Failure to immediately provide adequate weather protection may be cause for rejection of the affected product.

Maintain concrete transporting equipment clean and free of hardened concrete.

At the time of concrete placement, reinforcing steel, strands, and embedments must be free of dirt, oil, or other bond-breaking substances.

Place and adequately consolidate concrete while all lifts are in a plastic state. Concrete must not exhibit segregation or excessive bleeding. Minimize concrete flow lines and displacement of the reinforcing steel, strands, embedments, and ducts during concrete placement. Place concrete as near as possible to its final position in the forms, except when using SCC. Do not deposit large quantities of concrete at one location and run or work it along the forms to other locations, except for SCC. Place SCC in a manner to avoid segregation.

Do not allow fresh concrete to free-fall more than 8 ft. unless approved.

Work the coarse aggregate back from the face of the concrete and force the concrete under and around the reinforcing steel, strands, embedments, and ducts. If prestressed concrete I-beams are cast in multiple lifts, the thickness of the first lift must be slightly above the juncture of the bottom flange and web.

Unless otherwise approved by the Engineer, cast prestressed concrete voided box beams monolithically in two stages, maintaining the concrete in the previously placed bottom slab in a plastic state until the web (side wall) concrete is placed and vibrated into the bottom slab.

The maximum time between the addition of mixing water or cement to the concrete batch and the placing of concrete in the forms is 30 min. for concrete delivered in non-agitated delivery equipment and 60 min. for concrete delivered in agitated delivery equipment. If conditions of wind, humidity, and temperature cause quick stiffening of the concrete, the required placement times may be reduced and an approved retarder may be required, or increased if currently in use. Submit a plan for approval, if necessary, to demonstrate the concrete can be properly placed, consolidated, and finished without reducing placement time limits.

The maximum acceptable placement slump will be in accordance with Item 421, unless otherwise specified. When the maximum acceptable placement slump or slump flow is exceeded, the affected concrete will be rejected, and retesting for slump or slump flow will not be allowed, regardless of the concrete placement times.

Additional requirements for precast mass placements will be in accordance with Item 420, “Concrete Substructures.” In the case of a conflict between the two Items, the more stringent requirements apply.

4.2.5.1. **Placing Concrete in Cold Weather**. Maintain concrete temperature between 50 and 95°F at time of placement in accordance with Section 424.4.2.5., “Placing Concrete,” and maintain the concrete temperature of precast members at or above 50°F during the specified curing period in accordance with Section 424.4.2.7., “Curing of Concrete.” Do not place concrete when the atmospheric temperature in the shade is below 40°F and falling, unless approved. Concrete may be placed when the atmospheric temperature in the shade is at least 35°F and rising or above 40°F, provided adequate cold-weather protection provisions are on-site and available for immediate use before placing concrete when weather conditions indicate a possible need for temperature protection. When required, provide necessary covering material or an approved accelerated curing system in accordance with Section 424.4.2.7.4., “Accelerated Curing,” and do not allow any concrete to remain unprotected for longer than 1 hr. after placement. Do not place concrete in contact with any material coated with frost or with material at a temperature of 32°F or lower. Do not apply heat directly to concrete surfaces if accelerated curing is used. Take protective measures to ensure the difference between air temperature and concrete surface temperature does not cause thermal cracking.

Maintain aggregates free of ice, frost, and frozen lumps. Heat the aggregate and the water when needed to produce the minimum concrete placement temperature of 50°F, but:

- do not allow the water temperature to exceed 180°F or the aggregate temperature to exceed 150°F,
- heat the aggregate uniformly to eliminate overheated areas in the stockpile that might cause flash set of the cement, and
- provide an aggregate and water mixture temperature between 50 and 85°F before introduction of the cement.

4.2.5.2. **Placing Concrete in Hot Weather**. Keep concrete at or below 95°F at time of placement in accordance with Section 424.4.2.5., “Placing Concrete.” Use any of the following methods, as needed, to control the concrete placement temperature.

- Cool the aggregate by sprinkling or fogging (fine mist) with water, shading, or using an approved liquid nitrogen system and procedure.
- Cool the fresh concrete by using chilled mixing water, partially replacing mixing water with shaved or crushed ice, or using an approved system and procedure to discharge liquid nitrogen into concrete during batching.

Apply a fog spray (fine mist) of water to the steel just before placing concrete when the temperature of steel forms, strand, or reinforcing steel is greater than 120°F. Water droplets left on the form surfaces must not adversely affect surface finishes.

When field conditions are such that evaporation of water from the concrete makes the surface finishing operation difficult, a fog spray (fine mist) of water may be applied above the concrete surface. Do not fog directly toward the concrete or in any manner that will wash cement paste from the fresh concrete surface or cause water to puddle. Do not use fog to add finishing water and do not work moisture from the fog spray

into the fresh concrete. An approved evaporation retardant conforming to DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants," is also acceptable if used in conformance with the manufacturer's recommendations. Do not apply the evaporation retardant when floating and troweling concrete. Do not allow it to puddle or be worked into the concrete surface immediately after application. Misuse of fog spray or evaporation retardant will be cause for disallowing its use. Shade the concrete during casting if necessary.

Use an approved retarder, in conformance with the manufacturer's recommendations, when the air temperature is above 85°F if necessary to control concrete slump loss and lengthen the time for placing, consolidating, and finishing operations.

4.2.5.3. **Consolidation of Concrete**. Consolidate concrete thoroughly using high-frequency vibration immediately after placement. For prestressed concrete beams and piling, internal vibration is required and may be supplemented with external vibration.

Provide at least one on-site standby vibrator of the type being used for emergency use.

Perform concrete vibration using trained personnel and proper timing and spacing to ensure adequate consolidation. Revise the concrete placement and consolidation procedures, and review the concrete mix design and batching procedures, if necessary, when unacceptable defects such as excessive honeycombing, aggregate or mortar pockets, or surface air voids (bugholes) are present. Provide supplemental vibrators or modify the vibration system when required to accomplish thorough consolidation of the concrete and complete embedment of the strands, reinforcing steel, embedments, or ducts. Avoid segregation or excessive bleeding of the concrete during vibration.

4.2.5.3.1. **Internal Vibration**. Insert vibrators into the concrete immediately after concrete placement at points spaced to ensure uniform vibration of the entire concrete mass. Limit the insertion spacing to within the radius where the vibrators are visibly effective. Allow the vibrators to sink into the concrete by their own weight and penetrate previously placed lifts that are still in a plastic state to thoroughly consolidate the layers together and prevent cold joints. Withdraw the vibrators slowly to avoid forming holes after the concrete is thoroughly consolidated.

Do not allow prolonged contact of vibrators with forms so vibrator marks on concrete surfaces are minimal. Do not use vibrators to move concrete to other locations in the forms.

Use vibrators with nonmetallic vibrating heads to prevent damage to the epoxy coating when epoxy coated reinforcing steel is used. Increase the consolidation time and decrease the insertion spacing, if necessary, when using these vibrators.

4.2.5.3.2. **External Vibration**.

4.2.5.3.2.1. **Form Vibrators**. Form vibrators may be used to consolidate thin members, supplement internal vibration, or consolidate members with highly congested reinforcing steel.

Determine the size, number, and location of external vibrators to provide enough intensity of vibration to the desired area of the form. Adjust the spacing, frequency, amplitude, and duration of vibration according to the concrete mix and size of member to produce uniform consolidation of the concrete.

4.2.5.3.2.2. **Surface Vibrators**. Use vibratory screeds to consolidate thin sections. Move vibratory screeds at a rate that will bring enough mortar to the surface to embed and cover the coarse aggregate. Do not over-vibrate by causing an excessive amount of mortar to be brought to the surface.

4.2.5.3.2.3. **Vibrating Tables**. Determine the size, number, and location of external vibrators to provide enough intensity of vibration to the desired area of the form. Adjust the spacing, frequency, amplitude, and duration of vibration according to the concrete mix and size of member to produce uniform consolidation of the concrete.

4.2.5.3.3. **Vibration of Self-Consolidating Concrete (SCC)**. Vibrate SCC only when approved. Provide an adequate amount of viscosity modifying admixture (VMA) in SCC mix when internal vibration is allowed.

4.2.6. **Finishing of Concrete**. Finished, unformed surfaces must not have distortions greater than 1/4 in. Screed or rough-float unformed surfaces of members, bringing enough mortar to the surface to embed and cover the coarse aggregate. Provide a uniform rough wood float finish to the surface of the member unless otherwise shown on the plans. Do not loosen aggregate when roughening the surface using a broom or when providing a tine finish.

Provide a smooth metal trowel finish for surfaces at anchor bolt locations.

4.2.7. **Curing of Concrete**. Cure concrete to promote early cement hydration by providing adequate moisture on exposed surfaces and by maintaining the concrete temperature or curing enclosure air temperature at the concrete surface within the limits specified in this Section. Provide uniform temperature and moisture on the surfaces to prevent differential shrinkage that may cause warping or cracking. Prevent temperature differentials within the concrete that cause thermal cracking.

Begin curing after the finishing operation, before the formation of plastic shrinkage cracks, and as soon as damage to the surface finish will not occur. Provide fog spray or an evaporation retardant after finishing and before curing if needed to prevent plastic shrinkage cracks. Apply fog spray or evaporation retardant in accordance with Section 424.4.2.5.2., "Placing Concrete in Hot Weather." Keep exposed concrete surfaces continuously wet for the duration of the specified curing period, unless an approved liquid membrane-forming curing compound is used. Membrane curing compound is permitted only in accordance with this Section or in conformance with the pertinent Item.

Approved equipment and materials for curing must be on-site and available for immediate use before placing concrete. Provide temperature probes to monitor the concrete temperature or curing enclosure air temperature as specified in Table 2.

Table 2
Temperature Probe Requirements

Condition	Major Prestressed Members	Minor Prestressed Members	Nonstressed Members
Forecasted atmospheric temperature ≥50°F during specified curing period	2 concrete temperature probes per casting line to monitor high concrete temperature regions[5]	2 concrete temperature probes per casting line to monitor high concrete temperature regions[1,5]	N/A
Forecasted atmospheric temperature <50°F during specified curing period	2 concrete temperature probes per casting line to monitor high concrete temperature regions,[5] and 2 concrete temperature probes per casting line to monitor low concrete temperature regions[2,5]	2 concrete temperature probes per casting line to monitor high concrete temperature regions,[1,5] and 2 concrete temperature probes per casting line to monitor low concrete temperature regions[2,5]	1 concrete temperature probe per 100 cu. yd. of concrete or fraction thereof to monitor low concrete temperature regions[2]
Forecasted atmospheric temperature <40°F during additional 3-day curing period[3]	N/A	1 concrete temperature probe per similar curing condition for prestressed piling only	N/A
When accelerated curing is used	2 temperature probes per casting line to monitor curing enclosure air temperature at concrete surfaces[4,5]	2 temperature probes per casting line to monitor curing enclosure air temperature at concrete surfaces[4,5]	1 temperature probe per 100 cu. yd. of concrete or fraction thereof to monitor curing enclosure air temperature at concrete surfaces

1. Excluding prestressed bridge deck panels and prestressed retaining wall panels.
2. When accelerated curing is used, concrete temperature probes to monitor low concrete temperature regions are not required.
3. After attaining specified release-of-tension strength.
4. These probes are in addition to the concrete temperature probes required for monitoring high concrete temperature regions.
5. Place probes at the beginning and end of casting line.

Attach each temperature probe to a separate temperature recording device unless multi-channel temperature recording devices are used, in which case one high concrete temperature probe and one low concrete temperature probe may be attached to the same recording device. When accelerated curing is used, one curing enclosure air temperature probe may also be attached to this multi-channel temperature recording device.

Inadequate curing facilities or lack of attention to the proper curing of concrete will be cause for the Engineer to stop concrete placement until approved curing is provided. Inadequate curing may be cause for rejection of the affected product.

Forms may be removed at the discretion of the Contractor at any time after the concrete has reached sufficient strength to prevent physical damage to the member. Do not interrupt curing for more than 60 min. during form removal.

The following curing requirements apply for prestressed members.

- Cure concrete continuously, except as allowed during form removal, until the compressive strength of the concrete has reached the specified release-of-tension strength and until detensioning has been performed.
- Maintain concrete temperatures between 50 and 150°F during the curing period. The maximum allowable concrete temperature may be increased to 170°F if the Contractor uses one of the concrete mix design options listed in Section 421.4.2.6., “Mix Design Options,” other than Options 6, 7, and 8. The Engineer may require lowering of the total cementitious content in the concrete mix design to the limits specified in Item 421 for repeated violations of the maximum curing temperature.
- Membrane curing is permitted only for unformed surfaces of prestressed wall panels and interim curing on unformed surfaces of prestressed piling. Use Type 1-D or Type 2 curing compound in accordance with DMS-4650 for this application.
- Water cure prestressed piling an additional 3 days after attaining the specified release-of-tension strength. Do not interrupt curing for more than 4 hr. when moving piling to the storage area. Maintain the concrete temperature of piling at 50°F or above during this additional curing period.

The following curing requirements apply for nonstressed members.

- Cure concrete continuously, except as allowed during form removal, for 4 days or until the compressive strength of the concrete has reached the design strength.
- Maintain concrete temperatures between 50°F and 150°F during the curing period. The maximum allowable concrete temperature may be increased to 170°F if the Contractor uses one of the concrete mix design options listed in Section 421.4.2.6., “Mix Design Options,” other than Options 6, 7, and 8.
- Membrane curing is permitted on nonstressed members, except for surfaces to be painted or color stained.

Cure members for an additional 24 hr. beginning immediately after the normal curing period if they are out of cure at any time other than during the allowable 60 min. for form removal or during the allowable 4 hr. for moving piling to storage.

Members failing to meet the concrete temperature requirements or curing enclosure air temperature requirements during curing will be reviewed. Repeated failure to maintain proper concrete temperatures may be cause for rejection of the affected product.

4.2.7.1. **Water Curing**. Water curing provides additional moisture to concrete and prevents moisture loss. Water used for curing must meet the requirements for concrete mixing and curing water specified in Section 421.2.5., “Water.” Do not use seawater or water that stains or leaves an unsightly residue that cannot be removed. Monitor and maintain a temperature differential between curing water and concrete surface temperature that prevents thermal cracking.

4.2.7.1.1. **Wet Mat Method**. Use water-saturated cotton mats, burlap-polyethylene sheeting, or other approved moisture-retaining materials. Anchor the wet mats adequately to provide continuous contact with exposed concrete surfaces.

4.2.7.1.2. **Water Spray Method**. Use overlapping sprays, sprinklers, or soil-soaker hoses so concrete surfaces are kept continuously wet.

4.2.7.1.3. **Ponding Method**. Continuously cover exposed concrete surfaces with standing water.

4.2.7.2. **Moisture Retention Curing**. Moisture retention curing prevents moisture loss from the concrete.

4.2.7.2.1. **Form Curing Method**. Concrete surfaces in direct contact with forms that are left in place will not require additional curing methods unless cold-weather protection is necessary.

4.2.7.2.2. **Impermeable Cover Method**. Cover exposed concrete surfaces with polyethylene sheeting, burlap-polyethylene sheeting, impervious paper, or other approved impermeable materials placed in close contact with concrete surfaces to keep them continuously wet. Provide additional moisture inside the enclosure in accordance with Section 424.4.2.7.1., "Water Curing," if this is not enough to keep exposed concrete surfaces continuously wet.

4.2.7.3. **Membrane Curing**. Liquid membrane-forming curing compound is a moisture retention covering that is applied as a liquid. It is permitted only as specified in Section 424.4.2.7., "Curing of Concrete."

Use Type 1-D or Type 2 membrane curing compound in accordance with DMS-4650. Apply membrane curing compound using equipment and in a manner specified in Section 420.3.5., "Spraying Equipment," and Section 420.4.10.3., "Membrane Curing," respectively.

Do not contaminate reinforcing steel, embedments, or concrete surfaces that will later be in direct contact with cast-in-place concrete unless the curing compound can be completely removed to the satisfaction of the Engineer when applying membrane curing compound.

Use membrane curing compounds that do not appreciably stain the concrete.

4.2.7.4. **Accelerated Curing**. Accelerated curing is defined as curing using artificial heat provided to the curing enclosure or forms.

Test accelerated curing facilities for at least 48 hr. to demonstrate temperature variations do not exceed 20°F between any points in the curing enclosure. Submit accelerated curing facility drawings and test results, and obtain approval before using these facilities for Department work. The test may be performed on the entire casting line with either freshly cast concrete inside the forms or with empty forms. Provide one curing enclosure air temperature probe per 100 ft. of casting line when accelerated curing facilities are being tested.

Maintain the air temperature in the curing enclosure between 50°F and 85°F until initial set of the concrete (as determined in accordance with Tex-440-A when establishing mix designs under representative temperature conditions) and for at least 3 hr. after concrete placement. The concrete temperature may then be raised uniformly at a maximum rate of 36°F per hour. Provide an unobstructed air space of at least 6 in. between surfaces of the concrete and the curing jacket.

Monitor and maintain the curing enclosure air temperature between 50°F and 160°F during accelerated curing for prestressed and nonstressed concrete members. Do not allow the air temperature to exceed 160°F for more than 1 cumulative hr. during the entire curing period. Do not allow the air temperature to exceed 170°F at any time during the specified curing period. Arrange the location of the heat discharge into the curing enclosure so temperature variations do not exceed 20°F between any points in the curing enclosure.

Provide curing enclosure air temperature probes to monitor the temperature at the concrete surface as specified in Table 2.

Provide enough moisture inside the curing enclosure to keep exposed concrete surfaces continuously wet for the specified curing period.

Provide other acceptable curing methods for the remaining curing period if accelerated curing is terminated before the specified curing period has elapsed.

4.2.7.4.1. **Steam Curing**. Steam cure in conformance with the requirements of accelerated curing. Position steam outlets so live steam is not applied directly on the concrete, forms, or test cylinders.

4.2.7.4.2. **Alternate Methods**. Other methods of accelerated curing, such as the use of radiant heaters or portable heater, may be permitted if they meet the requirements of accelerated curing. The use of any alternate method requires written approval.

4.2.8. **Detensioning**. Release the tension in the strands after concrete strength requirements are met using a sequence to minimize premature wire breakage or shock and damage to the concrete members. Release strands by multiple-strand detensioning or single-strand flame detensioning. Ensure strands are not released individually with single-strand jacks.

Flame-release each strand simultaneously at both ends of the casting bed, using a symmetrical sequence prepared by a licensed professional engineer, if strands are released individually. Heat the strands over an approved strand length and duration when flame detensioning so that the metal slowly elongates and gradually loses strength. Do not abruptly flame-cut strand by holding the heat source in a concentrated location on the strand. Submit the flame-release procedures and sequences for approval. Approval of flame-release sequences does not relieve the Contractor from responsibility for meeting the product workmanship requirements of Section 424.4.3., “Workmanship.”

Release the tension in the strand hold-down anchor slowly to minimize shock and damage to the concrete member when draped strands are used. Heat the anchor until the metal slowly elongates and gradually loses strength if heat is used to release the hold-down anchor. Provide positive external hold-downs to offset the vertical forces in the members when the sum of the hold-down forces is greater than half the weight of the member or for any amount of vertical force that has previously caused cracking. External hold-downs are to remain on each member until detensioning has been completed.

4.3. **Workmanship**. Formed surfaces must not have excessive surface honeycombing, aggregate or mortar pockets, air voids, lift lines, stains, or vibrator marks. Remove form-joint-offset marks exceeding the tolerances specified in Section 424.4.2.1.1., “External Forms,” and fins and rough edges along chamfer lines, in a manner that will not damage the member. Repair fabrication holes, except box beam and U-beam drain holes, using an approved repair material and procedure.

Recess strands in accordance with the *Concrete Repair Manual* unless otherwise shown on the plans. Submit for approval any other moisture-barrier systems for protecting strands.

Before shipment of members, remove:

- concrete, paste, dirt, oil, or other bond-breaking substances from exposed reinforcing steel, and
- laitance, dirt, oil, or other bond-breaking substances from concrete surfaces to be in contact with cast-in-place concrete.

4.3.1. **Defects and Breakage**. Members that sustain damage or surface defects during fabrication, handling, storage, hauling, or erection are subject to review. Evaluate and repair members in accordance with the *Concrete Repair Manual*. Submit proposed deficiencies in accordance with the Department’s NCR guidelines and obtain approval before performing repairs. Repair work must reestablish the member’s structural integrity, durability, and aesthetics to the satisfaction of the Engineer.

When deficiencies occur, determine the cause and take immediate corrective action. Failure to take corrective action, leading to similar repetitive deficiencies, could be cause for rejection of members.

Cracks that extend to the nearest reinforcement plane and fine surface cracks that do not extend to the nearest reinforcement plane, but are numerous or extensive, are subject to review.

Cracks in prestressed members that tend to close upon transfer of stress to the concrete are acceptable. Cracks that do not tend to close are subject to review.

Seal cracks in I-beam ends exceeding 0.005 in. in width as directed. The fabricator must decrease the spacing of Bars R and S in I-beam by providing additional bars to help limit crack width. No less than 1-in. clearance between bars will be permitted. The fabricator must take approved corrective actions if cracks greater than 0.005 in. form. All work, material, and engineering related to these cracks will be at the Contractor's expense.

Prestressed bridge deck panels will be rejected for any of the following conditions:

- any crack extending to the reinforcing plane and running parallel and within 1 in. of a strand for at least 1/3 of the embedded strand length; or
- any transverse or diagonal crack, including corner cracks and breaks, intersecting at least two adjacent strands and extending to the reinforcing plane.

Prestressed bridge deck panels that sustain damage, cracks not listed above, or surface defects during fabrication, handling, storage, hauling, or erection are subject to review.

4.3.2. **Tolerances**.

4.3.2.1. **Prestressed Members**. Allowable tolerances for the dimensions and configurations shown on the plans or approved shop drawings are shown in Table 3.

Variations greater than those specified in Table 3 are subject to review. However, these tolerances do not relieve the Contractor from the responsibility of furnishing a completed structure that is in reasonably close conformity with the lines, grades, cross-sections, dimensions, and details specified. Correct members not meeting these tolerances at no additional expense to the Department, to achieve a satisfactory completed structure. This also includes costs for correction due to variations in vertical beam camber. Correction may require replacement of the member.

Horizontal misalignment (sweep) in beams, which may increase later and exceed the tolerance shown in Table 3, may be acceptable if the members can be hauled, erected, and aligned to within the allowable tolerance without being damaged. Store these members in a manner that will minimize the sweep.

Embedments must be firmly held in proper position to avoid movement during concrete placement. Place embedments in conformance with the manufacturer's recommendations. Place weld clip inserts for permanent metal deck forming no more than 1/16 in. from the beam edge.

Table 3
Allowable Tolerances for Prestressed Members

Dimension	I-beams	U-beams	Box Beams	Double-T Beams	Bridge Deck Panels	Piling	Wall Panels[1]
Length (perpendicular to strands for bridge deck panels)	±1"	±1"	±1"	±3/4"	±1/2"	−1"[2]	±3/16"
Width (parallel to strands for bridge deck panels)	+3/4" −1/4"	±1/4"	±1/4"	±1/2"	±1/2"	±1/4"	±3/16"
Nominal depth (thickness in case of panels)	+1/2" −1/4"	±1/4"	±1/4"	±1/4"	+1/4" −1/8"	±1/4"	±3/16"
Thickness: top slab or flange	+1/2" −1/4"	±1/2"	±1/2"	±1/4"	N/A	N/A	N/A
Thickness: bottom slab or flange	+1/2" −1/4"	±1/2"	±1/2"	N/A	N/A	N/A	N/A
Thickness: web or wall	+3/4" −1/4"	±1/2"	±1/2"	±1/4"	N/A	N/A	N/A
Horizontal alignment (deviation from straightness of all panel edges)	±1/8" per 10' of length	±1/8" per 10' of length, 3/4" Max	±1/4"	±1/4"	±1/8"	±1/8" per 10' of length	±1/8" per 10' of length, 1/2" Max
Deviation of ends (horizontal skew)	±1/2"	±1/2"	±1/2"	±1/2"	±1/2"	±1/8"	±1/4" per 5' of width, 1/2" Max
Deviation of ends (vertical batter)	±1/2"[8]	±1/2"[8]	±1/2"	±1/2"	N/A	±1/8"	±1/4"
Notched end areas (for diaphragms): depth	±1/4"	N/A	±1/4"	±1/4"	N/A	N/A	N/A
Notched end areas (for diaphragms): length	+2" −1"	N/A	+2" −1"	+2" −1"	N/A	N/A	N/A
Bearing surfaces: perpendicular to vertical axis	±1/8"	N/A	N/A	±1/16"	N/A	N/A	N/A
Bearing surfaces: deviation from plane	±1/16"	±1/8"	±1/8"	±1/16"	N/A	N/A	±1/16[3]
Anchor hole location: from end of member	+3/4" −1/4"	±1/4"	±1/4"	+3/4" −1/4"	N/A	N/A	N/A
Anchor hole location: longitudinal spacing	±3/4"	±1/2"	±1/2"	±3/4"	N/A	N/A	N/A
Anchor hole location: transverse location	±1/4"	±1/4"	±1/4"	±1/4"	N/A	N/A	N/A
Diaphragm or lateral tie location	±1/2"	N/A	±1/2"	±1/2"	N/A	N/A	N/A
Position of internal void form (longitudinal for box beams and U-beams)	N/A	±1"	±1"[4,5]	N/A	N/A	±1/2"	N/A
Projection of reinforcing steel outside member	+1/2" −3/4"	+1/2" −3/4"	+1/2" −3/4"	+1/2" −3/4"	+1/2" −3/4"	N/A	+1/2" −3/4"
Position of strands: vertical	±1/4"[6]	±1/4"	±1/4"	±1/4"	±1/8"[7]	±1/4"	±1/8"
Position of strands: horizontal	±1/4"	±1/4"	±1/4"	±1/4"	±1/2"	±1/4"	±1/2"
Debonded length of strands	±3"	±3"	±3"	±3"	N/A	N/A	N/A
Position of strand hold-down points	±6"	±6"	N/A	±6"	N/A	N/A	N/A
Position of handling devices: parallel to length	±6"	±6"	±6"	±6"	As shown on the plans	±6"	±6"
Position of handling devices: transverse to length	±1"	±1"	±1"	±1"	As shown on the plans	±1"	±1"
Local flatness of formed surfaces (excluding bearing surface)	±1/4" in 10'	±1/4" in 10'	±1/4" in 10'	±1/4" in 10'	±1/4"	±1/4" in 10'	±1/4" in 10'
Bow (length and width)	N/A	N/A	N/A	N/A	N/A	N/A	±1/4" per 10'

1. Prestressed and nonstressed wall panels (e.g., tie back, C-wall, and sound wall) except MSE wall panels.
2. Maximum length as approved.
3. Measured along the panel depth at the top and bottom panel sides.
4. Voided box beams only.
5. Length of box beam internal void form +1 in., −6 in.
6. For draped strands, the tolerance for vertical position of strands at the end of the beam may be increased to ±1/2 in. provided the tested concrete compressive strength, before release of tension into the member, is at least 5% greater than the release-of-tension strength shown on the plans.
7. Measured from bottom of panel.
8. 3/4 in. maximum for beams exceeding a height of 54 in.

4.3.2.2. **Nonstressed Members**. The allowable tolerances for nonstressed members are as specified in Table 4, unless otherwise shown on the plans. The allowable tolerances for nonstressed wall panels, except MSE wall panels, are as specified in Table 3.

Table 4
Allowable Tolerances for Nonstressed Members

Member	Dimension	Tolerance
MSE wall panels and wall components[1] (e.g., coping and posts)	All dimensions (including deviation from edge straightness)	±3/16 in.
	Deviation of ends (horizontal skew)	±1/4 in. in 5 ft., ±1/2 in. Max
	Local flatness of formed surfaces	±1/8 in. in 5 ft.
	Connection hardware	±1/2 in.

1. Includes wall components for tie-back walls, C-walls, sound walls, etc.

4.4. **Storage and Handling**. Mark members for identification immediately after form removal as shown on approved shop drawings, in conformance with the pertinent Items, or as required. Do not change any identification markings or transfer material to other projects without approval. Inspect members immediately before shipping to the jobsite for damage that may have occurred in storage. Store and handle prestressed and nonstressed members in accordance with Item 425.

5. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to bid items of the Contract.

Item 425
Precast Prestressed Concrete Structural Members

1. DESCRIPTION

Furnish and erect precast prestressed concrete members fabricated by pre-tensioning, post-tensioning, or a combination of the two.

2. MATERIALS

Use materials that meet the requirements of the following.

- Item 420, "Concrete Substructures"
- Item 421, "Hydraulic Cement Concrete"
- Item 426, "Post-Tensioning"
- Item 427, "Surface Finishes for Concrete"
- Item 434, "Bridge Bearings"
- Item 440, "Reinforcement for Concrete"
- Item 442, "Metal for Structures"
- Item 445, "Galvanizing"
- Item 448, "Structural Field Welding"
- DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants"
- DMS-7300, "Precast Concrete Fabrication Plants."

2.1. **Prestressing Hardware**. Furnish prestressing hardware in conformance with the manufacturer's specifications.

2.2. **Concrete**. Furnish concrete of the class shown on the plans.

2.3. **Prestressing Steel**. Furnish prestressing steel conforming to one of the following types:

- seven-wire steel strand meeting DMS-4500, "Steel Strand, Uncoated Seven-Wire Low-Relaxation for Prestressed Concrete,"
- alloy bars meeting ASTM A722, or
- steel wire meeting ASTM A421.

Use seven-wire steel strand produced by a prequalified manufacturer on the Department's MPL. The Department may take samples in accordance with Tex-710-I to verify compliance with specification requirements.

Assign an individual lot number to all bars from each size and heat, all wire from each coil, and all strand from each reel, and tag the material for accurate identification at the jobsite. Identify each lot of anchorage assemblies and couplers in a similar manner. Unidentified prestressing steel, anchorage assemblies, or couplers received at the project site will be rejected. Loss of positive identification of these items at any time will be cause for rejection.

2.4. **Post-Tensioning System**. Furnish post-tensioning system as required by Item 426 and as shown on the plans.

3. CONSTRUCTION

Fabricate precast prestressed concrete members in accordance with Item 424, "Precast Concrete Structural Members (Fabrication)." Fabricate railroad structures in accordance with the AREMA *Manual for Railway Engineering* and Item 424. In the case of a conflict between the AREMA manual and Item 424, the more stringent requirements apply.

3.1. **Handling, Storing, Hauling, and Erection of Precast Prestressed Concrete Members**. Properly handle, store, haul, and erect all members so that they are placed in the structure in a manner to avoid excessive bending stresses and without damage. Lift members with approved lifting devices as shown on the shop drawings or as approved.

Maintain beams in an upright position at all times, and raise and support them near the ends to prevent torsion unless approved on shop or erection drawings.

Do not move members from the casting yard until all requirements of the pertinent Items have been met. Haul beams to the project site after at least 7 days have elapsed since casting, unless otherwise approved.

The storage area must be clean and well drained. Prevent excessive or differential settlement of members by storing on:

- stable ground and
- dunnage of sufficient size, shape, and strength to prevent crushing.

Place dunnage a distance no more than 3% of the beam length from the beam ends. When approved, cantilever beams may be supported at locations other than near the ends. Support concrete box beams and U-beams under the solid end block area during handling, storage, hauling, and erection.

Separate members with blocking arranged in vertical planes that will not crush under load when members are stacked. Stack members so lifting devices are accessible and undamaged. Use dunnage or blocking material that will not damage or stain the required finish.

Rearrange improperly stored members and inspect them for damage. Members that are improperly stored and become cracked, warped, or otherwise damaged in storage may be rejected.

Securely tie or brace all beams during erection in conformance with minimum erection and bracing standards. Protect traffic against falling objects during the erection of diaphragms and other structural members, during the placing of cast-in-place concrete, and during the erection and dismantling of forms when railroad or roadway traffic must be maintained beneath beams already placed. Protect traffic with nets or flooring with openings not larger than 1 in. or as approved.

Fit mating surfaces to prevent excessive grout leakage when erecting precast prestressed concrete bridge deck panels. Fill the joint with grout or seal it with an acceptable caulking compound before placing the cast-in-place portion of the slab if such fit is not provided.

Finish surfaces of beams or other members after slab placement in accordance with Section 420.4.13., "Ordinary Surface Finish," and Item 427.

Correct beam discrepancies including, but not limited to horizontal misalignment or variations in vertical camber, to achieve a satisfactory completed structure at no additional expense to the Department. Correction may require replacement of the member.

3.2. **Packaging, Storing, and Handling of Prestressing Steel**. Protect prestressing steel against physical damage and rust or other results of corrosion, from manufacture to grouting or encasing in concrete. Prestressing steel with physical damage will be rejected. Replace any reel containing broken wires. Provide wire that is bright and uniformly colored, without foreign matter or pitting on the surface.

Package prestressing steel in containers or shipping forms for protection from physical damage and corrosion during shipping and storage. A corrosion inhibitor must be:

- placed in the package or form,
- incorporated in a corrosion inhibitor carrier type packaging material, or
- applied directly to the steel when permitted.

The corrosion inhibitor must not have deleterious effect on the steel, concrete, or bond strength of steel to concrete. Inhibitor carrier-type packaging material must conform to the provisions of federal specification MIL-PRF-3420 G. Immediately replace damaged packaging or forms, or restore them to original condition.

Have the shipping package or form clearly marked with the corrosion inhibitor type, packaging date, and a statement that the package contains high-strength prestressing steel.

Handle prestressing steel carefully to avoid abrading, nicking, or kinking the strand, bar, or wire. Protect prestressing steel from damage and corrosion by storing it above the ground on platforms, skids, or other approved supports. Any pitting or tightly adhering rust on prestressing steel will be cause for rejection of the steel. Do not weld or torch-cut near any prestressing steel, so that it is not exposed to weld spatter, direct heat, or short-circuited current flow.

When prestressing steel for post-tensioning is installed in the ducts, any rust that forms during the first 14 days after installation will not be cause for rejection of the steel.

4. MEASUREMENT

This Item will be measured by the foot, square foot, square yard, cubic yard, or each member. This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., “Plans Quantity Measurement.” Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Prestressed Concrete” of the specified structural component and type or size. This price is full compensation for fabricating, hauling, and erection of the members; furnishing and tensioning of prestressing steel; furnishing and placing reinforcing steel and duct; furnishing and placing bearing plates, elastomeric bearings, bars, anchorage plates, and appurtenances; grouting holes; repairs; special treatment of end anchorages and shoes as required; erection bracing; and equipment, labor, tools, and incidentals.

Precast prestressed concrete bridge deck panels will not be paid for directly, but will be subsidiary to pertinent Items.

Precast prestressed concrete piling will be paid for in accordance with Item 409, “Prestressed Concrete Piling.”

No additional compensation will be made for alternate designs or for any increase in quantities required to accommodate alternate designs, including quantities paid for under other Items.

Item 427
Surface Finishes for Concrete

1. DESCRIPTION

Finish concrete surface as specified.

2. MATERIALS

Furnish materials in accordance with this Article for the type of surface finish specified.

2.1. **Coatings**.

2.1.1. **Adhesive Grout and Concrete Paint**. Provide coatings in accordance with DMS-8110, "Coatings for Concrete." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.

2.1.2. **Opaque Sealer**. Provide penetrating-type sealer in accordance with DMS-8110. Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.

2.1.3. **Silicone-Based Paint**. Provide silicone resin emulsion paint (SREP) meeting the requirements of DMS-8141, "Paint, Silicon Resin for Concrete." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.

2.1.4. **Epoxy Waterproofing**. Provide Type X epoxy in accordance with DMS-6100, "Epoxies and Adhesives," or another approved waterproofing epoxy designed to limit the moisture vapor transmission into a concrete or steel surface. Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.

2.2. **Exposed Aggregate Finish**. Provide approved aggregates meeting the grading requirements shown on the plans. Provide gravel consisting of predominantly rounded particles unless otherwise shown on the plans. Use crushed stone when a bush-hammered finish is desired. Provide a concrete surface retardant. Provide clear Type II permanent anti-graffiti coating in accordance with DMS-8111, "Anti-Graffiti Coatings."

3. EQUIPMENT

The Engineer may require demonstration of the equipment's capabilities.

3.1. **Water Blasting**. Use equipment capable of supplying a minimum pressure at the nozzle end of 3,000 psi.

3.2. **Abrasive Blasting**. Use equipment with filters to produce oil-free air and water-free air when dry air is required.

3.3. **Slurry Blasting**. Use equipment capable of combining air and abrasives with water to form wet blast media capable of cleaning and preparing surface without creating dust.

3.4. **Spraying**. Use equipment with fluid and air pressure regulators and gauges to allow for adjustment to produce a uniform spray pattern for coating applications.

3.5. **Off-the-Form Finish Forms**. Use nonstaining, nonporous, high-quality forming materials (e.g., steel or medium-density and high-density overlaid plywood forms). Use steel or high-density overlaid plywood forms when the same form will be used more than twice.

3.6. **Form Liners**. Provide form liners capable of producing a patterned finish as shown on the plans. Use form liners that provide a clean release from the concrete surface without pulling or breaking the textured concrete.

4. CONSTRUCTION

Provide the finish shown on the plans for the specific surface areas.

4.1. **Surface Areas of Finish**. "Surface area of finish" designates the areas where the specified surface is to be applied.

4.1.1. **Surface Area I**. Surface Area I includes the following:

- surfaces of railing;
- exterior vertical faces of fascia beams, slabs, slab spans, arches, and box girders;
- the outside bottom surface of fascia beams and girders;
- the underside of overhanging slabs to the point of juncture of the supporting beam;
- the entire underside of slab spans when shown on the plans;
- vertical and underside surfaces of bents and piers;
- all surfaces of tie beams, abutments, bridge wingwalls, culvert headwalls and wingwalls, and retaining walls exposed to view after all backfill and embankment are placed; and
- all other exposed surfaces shown on the plans to require surface treatment.

4.1.2. **Surface Area II**. Surface Area II includes surfaces of railing, all wingwalls, and the exterior vertical faces of slabs.

4.1.3. **Surface Area III**. Surface Area III includes only the top and roadway faces of all concrete railing and bridge wingwalls.

4.1.4. **Surface Area IV**. Surface Area IV includes areas shown on the plans.

4.2. **Coatings**. Apply the coating specified on the plans.

4.2.1. **Preparation**. Clean the surface thoroughly before applying a coating by chemical cleaning, if required, and by blast cleaning.

Provide containment that keeps public property, private property, and the environment from being adversely affected by the cleaning and painting operations. Do not discharge washwater into any body of water or conveyance without TCEQ approval. Collect and properly dispose of any paint or debris dislodged by cleaning operations.

4.2.1.1. **Chemical Cleaning**. Clean surfaces contaminated with oil, grease, or other contaminants by scrubbing the area with an approved detergent or other concrete cleaning material before blast cleaning. Do not use a solvent that will stain the surface or inhibit coating adhesion. Perform the following test to check for surface contamination of oil type materials.

- Spray the surface with a fine mist of potable water.
- Examine the area to see if water beads up.
- Clean the surface if beading is found.

4.2.1.2. **Blast Cleaning**. Blast clean the designated surface to remove all surface material (including existing coatings), curing compound, and other contaminants before applying a specified coating, leaving a lightly etched uniformly textured surface. Use an approved abrasive propelled by oil-free air with or without the addition of potable water, or blast with potable water with or without the addition of an approved abrasive at sufficient pressure to effectively clean and prepare the surface. Maintain the stand-off distance of the nozzle to at most 12 in. from the surface being cleaned when water blasting.

Do not damage concrete surface by gouging, spalling, or exposing coarse aggregate by the blasting operation.

Blow clean oil- and moisture-free air on all surfaces with sufficient pressure to remove loose particles immediately before application of any coating. Perform the following test to check for surface cleanliness as directed.

- Press a 10-in. long strip of 2-in. wide clear packing tape on the surface by rubbing with moderate pressure.
- Grasp the free end of the tape and remove the tape from the surface with a sharp jerk.
- Examine the surface of the tape for clinging particles.

Continue cleaning the concrete surface until there are no particles clinging to the tape surface for subsequent tests. An additional test that can be used to check the surface for dust is to wipe the surface with a dark cloth and then examine the cloth for discoloration.

4.2.2. **Coating Application**. Mix coating materials in conformance with the manufacturer's instructions and thoroughly enough with a mechanical mixer at a speed that causes the mixture to rotate entirely in the container. Ensure complete mixing by probing the container using a stirring device searching for non-dispersed or settled material.

Apply coatings once the new concrete has aged at least 28 days, except for the adhesive grout coating. Do not apply coatings when weather conditions will be detrimental to the final surface finish as determined by the Engineer. Do not apply coatings when surface temperature of the concrete exceeds 110°F.

Apply coatings on a dry surface. Do not thin material unless approved. Apply when ambient temperature is between 50°F and 100°F. Apply coatings to obtain a consistent color, texture, and appearance. Apply concrete paint in two coats for a total maximum application rate of 150 sq. ft. per gallon. Apply opaque sealer in two coats for a total maximum application rate of 200 sq. ft. per gallon. Apply silicone resin paint in two coats at a rate not exceeding 300 sq. ft. per gallon per coat. Wait at least 12 hr. between coats for silicone resin paint. Apply epoxy waterproofing at a maximum application rate of 100 sq. ft. per gallon. For epoxy waterproofing, apply a thin uniform film of mixed epoxy to the substrate using a short nap roller or brush. The epoxy may be sprayed in conformance with the thinning requirements of the manufacturer. No more than 15% reduction is permitted.

Repair coatings that exhibit peeling, flaking, or discoloration or have been damaged during construction. Remove defective or damaged coating. Clean and recoat repair area in accordance with this Item.

4.2.2.1. **Epoxy Waterproofing**. Mix epoxy in conformance with manufacturer's instructions. Apply the coating on a dry surface at a maximum application rate of 100 sq. ft. per gallon. Apply a thin uniform film of mixed epoxy to the substrate using a short nap roller or brush. The epoxy may be sprayed in conformance with the thinning requirements of the manufacturer. No more than 15% reduction is permitted.

Match the color of the applied coating with the color standard as shown on the plans. Apply when ambient temperature is between 50°F and 100°F.

4.2.2.2. **Adhesive Grout**. Apply coating on a moistened surface to a uniform minimum thickness of 1/16 in. Apply when ambient temperature is at least 50°F.

4.3. **Special Surface Finishes**. Submit a work plan to the Engineer for any special finish shown on the plans. Include in the work plan the type of aggregates, materials, variation of panel or pattern arrangement, dimensions, construction methods, and other features affecting the work as necessary for the "Special Surface Finish" specified.

4.3.1. **Blast Finish**. Provide surface profile as shown on the plans, or meet the minimum requirements of Section 427.4.2.1., "Preparation." Construct a 4 × 4-ft. sample panel using the same concrete used in construction of the member to receive the blast finish. Prepare the surface of the sample panel to meet the

specified finish, and obtain approval of the sample finish. Use the approved sample panel finish as the standard for surfaces requiring a blast finish.

4.3.2. **Slurry Coat Finish**. Provide cementitious slurry coat finish to concrete surfaces within 14 days of placing concrete or later as approved. Water blast surface to moisten surface before application when application of slurry coat occurs more than 14 days after placing concrete. Do not apply slurry coat finish to surfaces receiving another type of coating finish.

Submit for approval proposed slurry recipe including cement, latex concrete additive, with or without sand, and other additives before application. The Engineer will direct the level of surface texture the slurry coat will have, whether to include sand, and what fineness of sand is to be used. Tint mixture of slurry as specified on the plans and as directed. Maintain consistent slurry throughout project, only modifying recipe to account for color variations noticed as work progresses.

Rub in slurry using carborundum stone, stiff bristle brush, or other approved device. Limit thickness of applied slurry to a maximum of 1/16 in. Demonstrate application methods for slurry coat and obtain approval of proposed surface. Apply slurry coat to obtain a tightly adhering cementitious finish to concrete surface. Remove material and reapply if slurry coat is not tightly adhering or is cracked.

4.3.3. **Rub Finish**. Provide a finish to the surface by rubbing the surface with a carborundum stone or other approved material. Begin rubbing the surface immediately after forms have been removed. Provide blast finish or other finish as directed at no additional cost to the Department if rubbing surface is delayed to the point where the surface is dry and unable to be rubbed to produce an acceptable finish. Perform the requirements to obtain the ordinary surface finish specified in Section 420.4.13., “Ordinary Surface Finish,” concurrently with rubbing the surface. Rub concrete-patching areas after the patch material has thoroughly set and blend the patch in with the surrounding area to produce a surface with uniform color and texture where concrete patching is performed.

Keep the surface continuously wet after form removal until the rubbing is complete. Rub the surface sufficiently to bring the wetted concrete surface to a paste, producing a smooth, dense surface without pits, form marks, or other irregularities. Do not use cement grout to form the paste on the surface. Stripe the surface using a brush to conceal the rubbing pattern and allow the paste to reset. Wash the concrete with potable water after the paste has sufficiently set to leave it with a neat and uniform appearance and texture. Apply membrane curing, if required, in accordance with Item 420, “Concrete Substructures,” after rubbing is complete.

4.3.4. **Off-the-Form Finish**. Provide a finish with minimal surface defects and uniform color and texture by using non-staining, non-porous, high-quality forming materials. Use the same type of forming materials for like elements for the entire structure.

Use mortar-tight forms to prevent leakage and discoloration. Seal joints using compressible gasket material, caulk, or tape, or by other suitable means that are not detrimental to the concrete finish, if necessary. Use one brand and type of form-release agents for all surfaces unless another product produces a similar concrete surface appearance. Do not use barrier-type (e.g., wax, fuel oil, and carrier oil) release agents. Use form-release agents containing a rust inhibitor on steel forms. Clean rust off steel forms before use. Use plywood that will not cause discoloration of the concrete surface.

Direct special attention to consolidation and vibration of the concrete around the form surfaces to minimize bug holes. Modify concrete placement and vibration techniques if surface contains an excessive amount of bug holes. Remove all forms without interruption once form removal begins to prevent discoloration due to differing form curing times.

Do not use membrane curing on surfaces with off-the-form finish.

Repair honeycombed and spall areas with least dimension larger than 2 in. in accordance with the concrete surface repair procedures in Item 420 to obtain an ordinary surface finish as defined in Section 420.4.13., “Ordinary Surface Finish.” Patch honeycombed and spall areas with least dimension greater than 3/4 in. but

smaller than 2 in. by filling defect with repair material omitting the chipping operation. Do not patch honeycombed and spall areas with least dimension smaller than 3/4 in. Perform required repairs as soon as forms are removed. Match repair material color and texture with surrounding concrete surfaces. Minimize the area of repair by not smearing the repair material over acceptable concrete surfaces while attempting to blend the repair with the surrounding concrete. Cut out form ties at least 1/2 in. below the surface, and patch accordingly. Perform repair work as soon as possible after removing forms so that concrete and repair materials have similar ages. Replace or refurbish the forms when the Engineer determines defective formwork is causing an excessive amount of repair work.

4.3.5. **Form Liner Finish**. Provide patterned finish as shown on the plans. Do not splice form liner panels in a way that causes a noticeable transition or line between pieces. Wash and clean form liners after each use when the forms can be reused. Replace form liners that have become damaged or worn.

Construct a sample panel for each form liner finish. Approval is required to verify the sample panel meets the requirements shown on the plans and in conformance with specifications before beginning work. Upon approval, the sample panel becomes the model panel to which all other work will be compared. Deviation in color, grade, or depth from the model panel is grounds for rejection of the form liner finish. Removal of defective work may be necessary as determined by the Engineer and in accordance with the surface finish requirements in Item 420 to obtain an ordinary surface finish as defined in Section 420.4.13., "Ordinary Surface Finish."

Seal all form liner joints in a manner acceptable to the Engineer to prevent leakage at the surface.

4.3.6. **Exposed Aggregate Finish**. Provide exposed aggregate finish as shown on the plans. Provide a depth of finish between 3/8 in. and 1/2 in. unless directed otherwise.

Apply a concrete surface retarder that penetrates approximately 1/4 in. into the forms or concrete surface to help achieve the desired finish. Apply two or three coats to wood forms to account for absorption if necessary. Tape or caulk form joints to prevent escape of the retarder during the placing operations. Protect the form surfaces from sun and rain while exposed to the atmosphere. Re-treat form surfaces with retarder if disturbed. Protect adjacent areas of concrete not requiring exposed aggregate finish from the retarder.

Remove forms 12–15 hr. after concrete placement but not before concrete has gained sufficient strength to support the self-weight of the member, unless directed otherwise. Expose the aggregate for the finish immediately after form removal. Remove the grout paste covering the aggregate to be exposed by an approved method. Do not loosen the aggregate by the grout removal operation. Maintain required curing on all surfaces except for the time while the aggregate is being exposed. Cure using wet mats or membrane after the aggregate is exposed.

Repair defective areas as determined by the Engineer.

Re-clean exposed aggregate surfaces by an approved method. Apply a coat of clear Type II permanent anti-graffiti coating to cleaned exposed aggregate surface. Apply anti-graffiti coatings by spray, roller, or brush at the application rates recommended by the manufacturer and in accordance with Item 740, "Graffiti Removal and Anti-Graffiti Coating."

5. MEASUREMENT

When surface finishes for concrete are shown on the plans to be a pay item, measurement will be by the square foot of the type of surface finish specified. This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurement or calculations will be made if adjustments of quantities are required.

6. PAYMENT

Unless otherwise shown on the plans, the work performed, materials furnished, equipment, labor, tools, and incidentals will not be paid for directly, but will be subsidiary to pertinent Items.

When a surface finish for concrete is specified as a pay item, the work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Adhesive Grout Finish,” “Concrete Paint Finish,” “Opaque Sealer Finish,” “Silicone Resin Paint Finish,” “Epoxy Waterproof Finish,” or “Blast Finish.” This price is full compensation for materials; cleaning and preparing surfaces; application of materials; and equipment, labor, tools, and incidentals.

Slurry coat, rub, off-the-form, form liner, or exposed aggregate finishes (including anti-graffiti coating) will not be paid for under this Item, but will be subsidiary to other pertinent Items.

Item 432
Riprap

1. DESCRIPTION

Furnish and place concrete, stone, cement-stabilized, or special riprap.

2. MATERIALS

Furnish materials in accordance with the following.

- Item 420, “Concrete Substructures”
- Item 421, “Hydraulic Cement Concrete”
- Item 431, “Pneumatically Placed Concrete”
- Item 440, “Reinforcement for Concrete”
- DMS-6200, “Filter Fabric”

2.1. **Concrete Riprap**. Use Class B concrete unless otherwise shown on the plans.

2.2. **Pneumatically Placed Concrete Riprap**. Use Class II concrete that meets the requirements of Item 431, unless otherwise shown on the plans.

2.3. **Stone Riprap**. Use durable natural stone with a bulk specific gravity of at least 2.50 as determined in accordance with Tex-403-A, unless otherwise shown on the plans. Provide stone that, when tested in accordance with Tex-411-A, has weight loss of no more than 18% after five cycles of magnesium sulfate solution.

Perform a size verification test on the first 5,000 sq. yd. of finished riprap stone for all types of stone riprap at a location determined by the Engineer. Test the riprap stone in accordance with ASTM D5519, Test Method D, unless otherwise directed. Additional tests may be required. Do not place additional riprap until the initial 5,000 sq. yd. of riprap has been approved.

Provide grout or mortar in accordance with Item 421 when specified. Provide grout with a consistency that will flow into and fill all voids.

Provide filter fabric in accordance with DMS-6200. Provide Type 2 filter fabric for protection stone riprap, unless otherwise shown on the plans. Provide Type 2 filter fabric for Type R, F, or Common stone riprap when shown on the plans.

2.3.1. **Type R**. Use stones between 50 and 250 lb., with at least 50% of the stones heavier than 100 lb.

2.3.2. **Type F**. Use stones between 50 and 250 lb., with at least 40% of the stones heavier than 100 lb. Use stones with at least one broad flat surface.

2.3.3. **Common**. Use stones between 50 and 250 lb. Use stones that are at least 3 in. in their least dimension. Use stones that are at least twice as wide as they are thick. When shown on the plans or approved, material may consist of broken concrete removed under the Contract or from other approved sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken concrete.

2.3.4. **Protection**. Use boulders or quarried rock that meets the gradation requirements shown in Table 1. Both the width and the thickness of each piece of riprap must be at least 1/3 of the length. When shown on the plans or as approved, material may consist of broken concrete removed under the Contract or from other approved

sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken concrete. Determine gradation of the finished, in-place, riprap stone under the direct supervision of the Engineer in accordance with ASTM D5519, Test Method D, unless otherwise directed.

Table 1
In-Place Protection Riprap Gradation Requirements

Nominal Size	Maximum Weight (lb.)	90% Weight[1] (lb.)	50% Weight[2] (lb.)	Minimum 8% Weight[3] (lb.)
12 in.	200	80–180	30–75	3
15 in.	320	170–300	60–165	20
18 in.	530	290–475	105–220	22
21 in.	800	460–720	175–300	25
24 in.	1,000	550–850	200–325	30
30 in.	2,600	1,150–2,250	400–900	40
36 in.	4,400	2,200–3,900	800–1,700	140

1. The 90% weight is the stone weight heavier than 90% of the individual riprap stones, and lighter than 10% of individual riprap stones.
2. The 50% weight is the stone weight heavier than 50% of individual riprap stones, and lighter than 50% of individual riprap stones.
3. The 8% weight is the stone weight heavier than 8% of individual riprap stones, and lighter than 92% of individual riprap stones.

The Engineer may require in-place verification of the stone gradation. Determine the in-place gradation of the riprap stone by taking linear transects along the riprap and measuring the intermediate axis of the stone at select intervals. Place a tape measure along the riprap and determine the intermediate axis size of the stone at 2-ft. intervals. Measure at least 100 stones, either in a single transect or in multiple transects, then follow ASTM D5519, Test Method D to determine the gradation, unless otherwise directed. Table 2 is a guide for comparing the stone size in inches to the stone weight shown in Table 1.

Table 2
Protection Riprap Stone Size[1]

Nominal Size	Dmax (in.)	D90 (in.)	D50 (in.)	D8 (in.)
12 in.	13.76	10.14–13.29	7.31–9.92	3.39
15 in.	16.10	13.04–15.75	9.21–12.91	6.39
18 in.	19.04	15.58–18.36	11.10–14.21	6.59
21 in.	21.85	18.17–21.09	13.16–15.75	6.88
24 in.	23.53	19.28–22.29	13.76–16.18	7.31
30 in.	32.36	24.65–30.84	17.34–22.72	8.05
36 in.	38.56	30.61–37.04	21.85–28.09	12.22

1. Based on a specific gravity of 2.5 and using the following equation for the intermediate axis diameter: $D = (12 \text{ in./ft.}) * \{(W)/(Gs * 62.4 * 0.85)\}^{1/3}$

   where:
   D = intermediate axis diameter (in.)
   W = weight of stone (lb.)
   Gs = Specific gravity of stone

   Note—If the specific gravity of the stone is greater than 2.5, then the above equation can be used to determine the appropriate size using the actual specific gravity.

When bedding is required, provide bedding stone that, in place, meets the gradation requirements shown in Table 3 or as otherwise shown on the plans. If the nominal size of the protection riprap is less than or equal to 30 in., verify the gradation of the bedding material in accordance with Tex-401-A unless otherwise directed. If the nominal size of the protection riprap is equal to 36 in., verify the gradation of the bedding material in accordance with ASTM D5519, Test Method D, unless otherwise directed.

Table 3
Protection Riprap Bedding Material Gradation Requirements

Nominal Size <36 in.		Nominal Size = 36 in.	
Sieve Size (Sq. Mesh)	% by Weight Passing	Sieve Size (Sq. Mesh)	% by Weight Passing
3”	100	6”	100
1-1/2”	50–80	4”	35–75
3/4”	20–60	3”	45–60
#4	0–15	2”	0–15
#10	0–5	–	–

2.4. **Cement-Stabilized Riprap**. Provide aggregate that meets the requirements of Item 247, “Flexible Base,” for the type and grade shown on the plans. Use cement-stabilized riprap with 7% hydraulic cement by dry weight of the aggregate unless otherwise directed.

2.5. **Special Riprap**. Furnish materials for special riprap as shown on the plans.

3. CONSTRUCTION

Dress slopes and protected areas to the line and grade shown on the plans before the placement of riprap. Place riprap and toe walls as shown on the plans or as directed.

3.1. **Concrete Riprap**. Reinforce concrete riprap with 6 × 6 – W2.9 × W2.9 welded wire fabric or with No. 3 or No. 4 reinforcing bars spaced at a maximum of 18 in. in each direction unless otherwise shown on the plans. Alternative styles of welded wire fabric that provide at least 0.058 sq. in. of steel per foot in both directions may be used if approved. A combination of welded wire fabric and reinforcing bars may be provided when both are permitted. Provide a minimum 6-in. lap at all splices. Provide horizontal cover of at least 1 in. and no more than 3 in. at the edge of the riprap. Place the first parallel bar no more than 6 in. from the edge of concrete. Use approved supports to hold the reinforcement approximately equidistant from the top and bottom surface of the slab. Adjust reinforcement during concrete placement to maintain correct position.

Sprinkle or sprinkle and consolidate the subgrade before the concrete is placed as directed. All surfaces must be moist when concrete is placed.

Compact and shape the concrete once it has been placed to conform to the dimensions shown on the plans. Finish the surface with a wood float after it has set sufficiently to avoid slumping to secure a smooth surface or broom finish as approved.

Cure the riprap immediately after the finishing operation in accordance with Item 420.

3.2. **Stone Riprap**. Provide the following types of stone riprap when shown on the plans.

- **Dry Riprap**. Stone riprap with voids filled with only spalls or small stones.
- **Grouted Riprap**. Type R, F, or Common stone riprap with voids grouted after all the stones are in place.
- **Mortared Riprap**. Type F stone riprap laid and mortared as each stone is placed.

Use spalls and small stones lighter than 25 lb. to fill open joints and voids in stone riprap, and place to a tight fit.

Place mortar or grout only when the air temperature is above 35°F. Protect work from rapid drying for at least 3 days after placement.

For slope or wave protection, if filter fabric is required, place filter fabric with its long axis running up and down the slope unless otherwise approved. For stream bank protection, if filter fabric is required, place the filter fabric with its long axis parallel to the centerline of the channel unless otherwise approved. Overlap the uphill or upstream sheet over the downhill or downstream sheet. For above water applications, ensure

adjacent sheets of filter fabric have a minimum overlap of 2 ft. in each direction. Secure filter fabric in place with nails or pins. Use 12-in. long, 3/16-in. diameter nails with 1.5-in. washers, or U-shaped steel pins with each leg at least 9 in. long. Space nails or pins at a maximum of 10 ft. in each direction and 5 ft. along the seams. Along the seams, place nails or pins through both strips of filter fabric at approximately the midpoint of the overlap. Place additional nails or pins as necessary to hold the filter fabric in position. Alternative anchorage and spacing may be used when approved. Keep the fabric material free of tension, stress, folds, wrinkles, or creases.

Methods for underwater filter placement must be approved before installation. For underwater placement, filter fabric should be unrolled in the direction of flow, overlapped at least 3 ft., and secured with sandbags, rocks, nails, or pins to prevent distortion. To prevent segregation and transport, underwater installation of a granular filter must be by clamshell bucket or tremie, with the granular material released on or very near the bed, unless otherwise approved. Underwater placement of a granular filter is permitted only if the water velocity is less than 5 ft. per second unless otherwise approved.

Any defects, tears, holes, flaws, or damage to filter fabric may be cause for rejection. Repair torn or punctured filter fabric by placing an additional layer of filter fabric over the damaged area, ensuring a minimum overlap of 3 ft. beyond the damaged area in all directions, and securing the filter fabric in place with pins or nails. Store filter fabric out of direct sunlight and cover the filter fabric as soon as possible after placement, but within 3 days.

3.2.1. **Type R**. Construct riprap as shown in Figure 1 on the *Stone Riprap Standard* and as shown on the plans. Place stones in a single layer with close joints so most of their weight is carried by the earth and not the adjacent stones. Place the upright axis of the stones at an angle of approximately 90° to the embankment slope. Place each course from the bottom of the embankment upward with the larger stones in the lower courses.

Fill open joints between stones with spalls. Place stones to create a uniform finished top surface. Do not exceed a 6-in. variation between the tops of adjacent stones. Replace, embed deeper, or chip away stones that project more than the allowable amount above the finished surface.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require Type R stone riprap to be grouted. Wet the stones thoroughly after they are in place, fill the spaces between the stones with grout, and pack. Sweep the surface of the riprap using a stiff broom after grouting.

3.2.2. **Type F**.

3.2.2.1. **Dry Placement**. Construct riprap as shown in Figure 2 on the *Stone Riprap Standard*. Set the flat surface on a prepared horizontal earth bed and overlap the underlying course to secure a lapped surface. Place the large stones first, roughly arranged in close contact. Fill the spaces between the large stones with suitably sized stones placed to leave the surface evenly stepped and conforming to the contour required. Place stone to drain water down the face of the slope.

3.2.2.2. **Grouting**. Construct riprap as shown in Figure 3 on the *Stone Riprap Standard*. Size, shape, and lay large flat-surfaced stones to produce an even surface with minimal voids. Place stones with the flat surface facing upward parallel to the slope. Place the largest stones near the base of the slope. Fill spaces between the larger stones with stones of suitable size, leaving the surface smooth, tight, and conforming to the contour required. Place the stones to create a plane surface with a variation no more than 6 in. in 10 ft. from true plane. Provide the same degree of accuracy for warped and curved surfaces. Prevent earth, sand, or foreign material from filling the spaces between the stones. Wet the stones thoroughly after they are in place, fill the spaces between them with grout, and pack. Sweep the surface using a stiff broom after grouting.

3.2.2.3. **Mortaring**. Construct riprap as shown in Figure 2 on the *Stone Riprap Standard*. Lap courses as described for dry placement. Wet the stones thoroughly before placing mortar. Bed the larger stones in fresh mortar as they are being placed and shove adjacent stones into contact with one another. Spread excess mortar forced out during placement of the stones uniformly over them to fill all voids completely. Point up all joints roughly either with flush joints or shallow, smooth-raked joints as directed.

3.2.3. **Common**. Construct riprap as shown in Figure 4 on the *Stone Riprap Standard*. Place stones on a bed excavated for the base course. Bed the base course of stone well into the ground with the edges in contact. Bed and place each succeeding course in even contact with the preceding course. Use spalls and small stones to fill any open joints and voids in the riprap. Ensure the finished surface presents an even, tight surface, true to the line and grades of the typical sections.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require grouting common stone riprap. Wet the stones thoroughly after they are in place, fill the spaces between them with grout, and pack. Sweep the surface using a stiff broom after grouting.

3.2.4. **Protection**. Construct riprap as shown in Figure 5 on the *Stone Riprap Standard*. Place riprap stone on the slopes within the limits shown on the plans. Place stone for riprap on the filter fabric to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids. Place riprap stone on top of the filter fabric, always starting at the bottom and working toward the top of any slope. Construct the riprap to the lines and grades shown on the plans or staked in the field. A tolerance of +6 in. and -0 in. from the slope line and grades shown on the plans is allowed in the finished surface of the riprap. Place riprap to its full thickness in a single operation. Avoid displacing the filter fabric. Ensure the entire mass of stones in its final position is free of objectionable pockets of small stones and clusters of larger stones. Do not place riprap in layers, and do not place it by dumping it into chutes, dumping it from the top of the slope, pushing it from the top of the slope, or any method likely to cause segregation of the various sizes. Obtain the desired distribution of the various sizes of stones throughout the mass by selective loading of material at the quarry or other source, or by other approved methods of placement that will produce the specified results. Rearrange individual stones using mechanical equipment or by hand if necessary to obtain a reasonably well-graded distribution of stone sizes. If required, use the bedding thickness shown on the plans and place stone for riprap on the bedding material to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids.

3.3. **Pneumatically Placed Concrete Riprap, Class II**. Meet the requirements of Item 431. Provide reinforcement as shown on the plans and in accordance with Item 440. Support reinforcement with approved supports throughout placement of concrete.

Give the surface a wood-float finish or a gun finish as directed. Cure the riprap with membrane-curing compound immediately after the finishing operation in accordance with Item 420.

3.4. **Cement-Stabilized Riprap**. Follow the requirements of the plans and the provisions for concrete riprap except when reinforcement is not required. The Engineer will approve the design and mixing of the cement-stabilized riprap.

3.5. **Special Riprap**. Construct special riprap as shown on the plans.

4. MEASUREMENT

This Item will be measured by the cubic yard of material complete in place. Volume will be computed based on the measured area in place and the thickness and toe wall width shown on the plans.

If required on the plans, the pay quantity of the bedding material for stone riprap for protection to be paid for will be measured by the cubic yard as computed from the measured area in place and the bedding thickness shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Riprap" of the type, nominal size, and void-filling technique (dry, grout, or mortar) specified, as applicable. This price is full compensation for furnishing, hauling, and placing riprap and for filter fabric, expansion joint material, concrete and reinforcing steel, grout and mortar, scales, test weights, equipment, labor, tools, and incidentals.

Payment for excavation of toe wall trenches, for all necessary excavation below natural ground or bottom of excavated channel, and for shaping of slopes for riprap will be included in the unit price bid per cubic yard of riprap.

When bedding is required for protection stone riprap, payment will be made at the unit price bid for “Bedding Material” of the thickness specified. This price is full compensation for furnishing, hauling, placing, and maintaining the stone bedding material until placement of the riprap cover is completed and accepted; excavation required for placement of bedding material; and equipment, scales, test weights, labor, tools, and incidentals. No payment will be made for excess thickness of bedding or for material required to replace embankment material lost by rain wash, wind erosion, or otherwise.

Item 434
Bridge Bearings

1. DESCRIPTION

Furnish and install bearings for the support of bridge superstructure and substructure members. Bridge bearings under this specification consist of the two following categories and subcategories.

1.1. **Elastomeric Bridge Bearings**.

- **Plain Elastomeric Bearings**. Consisting of elastomer only.
- **Laminated Elastomeric Bearings**. Consisting of alternating individual layers of elastomer and steel laminates, with or without a steel top plate and special components (steel guide bars and bottom plate).
- **Sliding Elastomeric Bearings**. Consisting of a steel top (sole) plate with a stainless steel facing (upper component) bearing on a lower component. The lower component consists of a layer of polytetrafluoroethylene (PTFE) recessed and bonded to a steel plate that is vulcanized to the top of a laminated elastomeric bearing pad with or without special components (steel guide bars and bottom plate).

Plain and laminated elastomeric bridge bearings are designated by hardness (durometer), size, and configuration and, in the case of laminated bearings, by the thickness of the individual layers of elastomer and the size and position of any steel top plates.

1.2. **High Load Multi-Rotational (HLMR) Bearings**.

- **Disc Bearings**. Consisting of a polyether urethane disc contained between upper and lower steel bearing plates. The bearing has a shear-resisting mechanism to prevent relative horizontal movement of the bearing plates and transmit horizontal loads.
- **Pot Bearings**. Consisting of a plain elastomeric disc confined by a shallow steel cylinder (pot) and a steel piston that engages the cylinder sufficiently to prevent their relative horizontal movement.

Provision for sliding movements (if required) uses a separate steel top plate with stainless steel facing (upper component) bearing on a lower component, and a lower component with a layer of PTFE bonded to the top of the upper steel bearing plate of the HLMR assembly. If required on the plans, restriction of lateral movement is provided by guide bars integrated with the steel top plate and interface components of the same stainless-steel facing and PTFE layer.

HLMR bridge bearings are designated by configuration (fixed, multi-direction expansion, or guided expansion) and the vertical service reaction requirements. Fixed configurations allow rotation about the horizontal axis and prevent horizontal movement in all directions. Multi-direction expansion configurations allow rotation about the horizontal axis and horizontal movement in all directions. Guided expansion configurations allow rotation about the horizontal axis and horizontal movement in one direction as shown on the plans, while guide bars and keyways restrict horizontal movement in the orthogonal direction. Provide either disc bearings or pot bearings unless a disc or pot bearing is specifically required on the plans. Provide a fabricator-designed HLMR bearing meeting the performance and dimensional criteria shown on the plans and in accordance with Section 434.2.3., “HLMR Bearings.”

Bearings consisting of hinged steel bolster and rocker shoes; steel flat, cylindrical, or spherical bearings; and single and multiple steel roller bearings are not covered by this Item and must be in accordance with Item 442, “Metal for Structures,” unless otherwise shown on the plans.

2. MATERIALS

2.1. **Plain and Laminated Elastomeric Bearings**. Manufacturers of plain and laminated elastomeric bearing pads must be approved in accordance with DMS-7365, "Qualification Procedure for Elastomeric Bridge Bearing Pad Manufacturers." The Materials and Tests Division (MTD) maintains an MPL of approved elastomeric bridge bearing pad manufacturers.

Manufacturers that produce laminated elastomeric bearings with a top steel plate or special components (steel guide bars and bottom plate) must comply with AASHTO's NTPEP Committee Work Plan for Evaluation of Plain and Laminated Elastomeric Bridge Bearing Manufacturers. DMS-7365 does not apply to manufacturers of bridge bearings where the laminated elastomeric bearing pad is a component of the completed bearing assembly.

2.1.1. **Elastomer**. Provide elastomer for bearings formulated from previously unvulcanized 100% virgin polychloroprene rubber polymers meeting the physical properties, heat resistance, and compression set requirements of AASHTO M 251, Table 1, Table 3, and Table 4, respectively, unless otherwise shown on the plans. Do not provide bearings containing previously vulcanized synthetic rubber or other synthetic rubber-like polymers. Perform material tests on the finished product in conformance with the applicable test methods. Do not use standard laboratory test slabs for this purpose. Prepare test specimens from the finished product in accordance with ASTM D3183.

Obtain approval for each elastomer formulation before use on Department projects. Submit certified test results to MTD to prequalify and obtain approval of a particular formulation. Show actual test values obtained and the required values for the physical properties, heat resistance, and compression set of the elastomer when tested for compliance with the minimum requirements of AASHTO M 251, Table 1, Table 3, and Table 4, respectively.

Forward samples (freight prepaid) to MTD or their contracted testing laboratory when directed.

Submit only elastomer of the type or types to be supplied. Submit prequalification samples consisting of two finished bearing pads typical of the formulation and workmanship for Department projects. Submit two samples of each type when laminated and plain bearings are required. Laminated sample bearing pads may represent both plain bearing pads and laminated bearing pads for an elastomer formulation.

Plain sample bearing pads must measure 9 in. × 19 in. × 1 in. Laminated sample bearing pads must measure 9 in. × 14 in. × 1-1/2 in. with the following number of steel laminates:

- 50 durometer—three steel laminates,
- 60 durometer—two steel laminates, and
- 70 durometer—two steel laminates.

The Department will perform bond strength testing of laminated prequalification samples in accordance with Tex-601-J, Part I—"Bond Strength Test Method 1." The tested sample must achieve a minimum bond strength of 40 lbf/in. of width. The Department will verify the presence of chlorinated compounds (neoprene) in the elastomer in accordance with Tex-601-J, Part III—"Chlorinated Compound Test Method 3."

Costs associated with testing elastomer formulations failing to conform to the requirements of this Item are borne by the bearing manufacturer. This cost will be assessed at the rate established by MTD at the time of testing.

Certify that the submitted samples are of the same basic elastomer formulation and of equivalent cure as the finished products to be furnished on Department projects.

Complete prequalification testing will be performed for each formulation at least once every 2 yr. and when necessary.

2.1.2. **Steel Laminates**. Provide steel laminates, for laminated bearings, of commercial-grade steel strip or sheet with a thickness of 0.105 ± 0.015 in.

2.1.3. **Steel Top Plates**. Provide steel top plates, when required for laminated bearings, as shown on the plans.

2.1.4. **Special Components**. Provide steel guide bars and bottom plates, when required for laminated bearings, as shown on the plans.

2.1.5. **Coatings**. Provide protective coatings for steel component materials in accordance with Item 445, "Galvanizing," or DMS-8104, "Paint, Shop Application for Steel Bridge Members," unless otherwise shown on the plans.

2.2. **Sliding Elastomeric Bearings**.

2.2.1. **Lower Component**.

2.2.1.1. **PTFE**. Furnish PTFE materials that are pure virgin PTFE fluorocarbon resin, unfilled. The finished materials must exhibit the physical properties shown in Table 1.

Table 1
Required PTFE Physical Properties

Physical Property	Test Method	Value (Unfilled)
Tensile strength, psi	ASTM D4894	2,800 Min
Elongation, %	ASTM D4894	200 Min
Melting point	ASTM D4894	622 ±4°F
Specific gravity	ASTM D792	2.16 ± 0.03

2.2.1.2. **Laminated Elastomeric Bearing Pad and Steel Plate**. Furnish laminated elastomeric bearing pads in accordance with Section 434.2.1., "Plain and Laminated Elastomeric Bearings," and Section 434.3.1., "Plain and Laminated Elastomeric Bearings." Provide steel plates attached to laminated elastomeric bearing pads as shown on the plans. Bearing manufacturers that produce the laminated elastomeric bearing pad component of a sliding elastomeric bearing must comply with the AASHTO Product Evaluation & Audit Solutions Committee Work Plan for Evaluation of Plain and Laminated Elastomeric Bridge Bearing Manufacturers.

2.2.2. **Upper Component**.

2.2.2.1. **Steel Top (Sole) Plates**. Provide steel top (sole) plates as shown on the plans and finished to ANSI #500 or better on the surface interfacing with the stainless steel sheet.

2.2.2.2. **Stainless Steel**. Provide Type 304 stainless steel sheet in accordance with ASTM A240. The thickness must be at least 1/16 in. unless otherwise shown on the plans.

2.2.3. **Special Components**. Provide steel guide bars and bottom plates, when required for sliding elastomeric bearings, as shown on the plans.

2.2.4. **Coatings**. Provide coating materials in accordance with Item 445 and DMS-8104 unless otherwise shown on the plans.

2.3. **HLMR Bearings**.

2.3.1. **Structural Design.** Provide a fabricator-developed design for the HLMR (disc or pot) bearings, meeting the service and factored vertical load capacity, service and factored horizontal load capacity, rotational capacity, and translation capacity requirements shown on the plans and augmented by the requirements of this Item. Provide a bearing capable of transmitting 15% of the service vertical force as a factored horizontal load if no horizontal load capacity is shown on the plans. Provide a design that uses sole plate geometry or a grout interface to accommodate the longitudinal and transverse aspects of the bridge grade and does not require

the bearing to accommodate this in rotation unless otherwise shown on the plans. If the bridge element supported by the bearing is cambered for dead load to be applied after the bearing is positioned, the dead load design rotation of the elastomer may be neglected provided the fabricator-developed design has checked the bearing for this temporary condition to ensure no damage occurs and there is no metal-to-metal contact. Provide a design in conformance with the AASHTO LRFD *Bridge Design Specifications* and AASHTO LRFD *Bridge Construction Specifications*. Assume the plan rotations do not include requirements for uncertainties and construction tolerance in accordance with the AASHTO specifications, unless shown on the plans.

2.3.2. **Maintenance Functionality**. Provide a fabricator-developed design that allows future removal with a maximum vertical jacking height of 1/4 in. after the load is removed. Provide a design with minimum 4-in. distance between the bottom of masonry plate and top of sole plate.

2.3.3. **Elements of HLMR Bearings**.

2.3.3.1. **Lower Component.**

2.3.3.1.1. **Polyether Urethane for Disc Bearings**. Furnish polyether urethane discs conforming to the material requirements of the AASHTO LRFD *Bridge Design Specifications* and AASHTO LRFD *Bridge Construction Specifications*, and the load and rotation demand indicated in Section 434.2.3.1., "Structural Design."

2.3.3.1.2. **Elastomeric Rotational Element for Pot Bearings**. Provide elastomer conforming to the material requirements of the AASHTO LRFD *Bridge Design Specifications* and AASHTO LRFD *Bridge Construction Specifications*, and the load and rotation demand indicated in Section 434.2.3.1., "Structural Design," with the exception that use of virgin natural polyisoprene (natural rubber) is not allowed.

2.3.3.1.3. **PTFE**. For expansion HLMR bearings, furnish PTFE materials that are pure virgin PTFE fluorocarbon resin, unfilled. The finished materials must exhibit the physical properties shown in Table 1. Provide PTFE that is bonded to the top steel bearing plate of the HLMR assembly in accordance with AASHTO LRFD *Bridge Construction Specifications*.

2.3.3.2. **Upper Component**.

2.3.3.2.1. **Steel Top Plates**. Provide steel top plates in accordance with the AASHTO LRFD *Bridge Design Specifications* and AASHTO LRFD *Bridge Construction Specifications*. Provide an ANSI #500 or better finish on the surface interfacing with the stainless steel sheet for expansion bearings. At the fabricator's option, the steel top plate may serve the function of the sole plate between the supported structure and the HLMR bearing assembly, provided it matches geometric bevel requirements, plan dimensions, and minimum thickness for the sole plate shown on the plans, while maintaining the performance requirements and avoiding damage due to installation. Otherwise, provide connectivity between the top plate and the sole plate or grouted interface as shown on the plans. Coordinate any necessary adjustments to the sole plate geometry, connection method, or grouted interface with the Engineer to ensure compatibility with the structural design, before ordering any materials. Provide bolted connections for connection to steel trapezoidal box girder superstructures.

2.3.3.2.2. **Stainless Steel**. Provide Type 304 stainless steel sheet in accordance with ASTM A240. The thickness must be at least 1/16 in. unless otherwise shown on the plans.

2.3.3.3. **Miscellaneous Components**.

2.3.3.3.1. **Lateral Guides**. Provide guide bars integrated with the steel top plate and interface components of stainless steel facing and PTFE for guided HLMR expansion bearings. Submit alternate interface components to stainless steel and PTFE for review and approval. Provide details indicating guide bar, stainless steel, and PTFE attachment and design to sustain the lateral loads shown on the plans while maintaining unimpeded expansion capability.

2.3.3.3.2. **Piston**. Provide in accordance with the AASHTO LRFD *Bridge Design Specifications* and AASHTO LRFD *Bridge Construction Specifications*.

2.3.3.3.3. **Pot**. Provide in accordance with the AASHTO LRFD *Bridge Design Specifications* and AASHTO LRFD *Bridge Construction Specifications*.

2.3.3.3.4. **Sealing Rings**. Provide in accordance with the AASHTO LRFD *Bridge Design Specifications* and AASHTO LRFD *Bridge Construction Specifications*.

2.3.3.3.5. **Sealants**. Provide in accordance with the AASHTO LRFD *Bridge Design Specifications* and AASHTO LRFD *Bridge Construction Specifications*.

2.3.3.4. **Supporting Masonry Plate and Anchor Rods**. Coordinate any necessary adjustments to masonry plate geometry, connection method, or grout interface with the Engineer to ensure compatibility with the structure design before ordering any materials. Provide medium-strength, mild steel, or better type anchor rods in accordance with Item 449, "Anchor Bolts," including nuts and washers, unless otherwise shown on the plans.

2.3.3.5. **Coatings**. Provide coating materials as required in accordance with Item 445 or DMS-8104, unless otherwise shown on the plans. Submit fabricator-preferred alternative coatings to the Engineer for review and approval.

3. CONSTRUCTION

3.1. **Plain and Laminated Elastomeric Bearings**. Electronically submit shop drawings for the complete assembly before fabrication of laminated elastomeric bearings with or without steel top plates or special components as shown on the plans and in accordance with Item 441, "Steel Structures." Provide a bearing layout with the shop drawings.

Mold together components of a laminated bearing to form an integral unit free of voids or separations in the elastomer or between the elastomer and the steel laminates or plates, unless otherwise shown on the plans. Provide well-vulcanized elastomer between the laminates or plates and on the outer surfaces of the bearing that is uniform and integral and resists separation by mechanical means into separate, definite, well-defined elastomeric layers. Evidence of this layered construction, either at the outer surfaces or within the bearing, will be cause for rejection. Repair of damaged elastomer on sides of laminated bearings is not allowed for product acceptance. Repair of damaged elastomer on top or bottom surfaces of laminated bearings is allowed when approved.

Cover edges of steel laminates with 1/8–1/4 in. of elastomer, except exposure of the laminates will be permitted at approved laminate-restraining devices and around holes entirely enclosed in the finished structure. Position laminates within 1/8 in. of plan location.

Plain bearings may be molded individually, cut from previously molded strips or slabs molded to the full thickness of the finished bearings, or extruded and cut to length. The finish of cut surfaces must be in accordance with ANSI 250 or smoother. The finished bearings must have no voids or separations detectable either at the bearing surfaces or within the bearing. Plain elastomeric bearings must be well-vulcanized, uniform, and integral units of such construction that the bearing is incapable of being separated by any mechanical means into separate, definite, well-defined elastomeric layers. Evidence of layered construction either at the outer surfaces or within the bearing will be cause for rejection.

The permissible variation from the dimensions and configuration shown on the plans for both plain and laminated bearings will be in accordance with AASHTO M 251, Table 2. Flash tolerance, finish, and appearance must meet the requirements of the latest edition of the *Rubber Handbook* published by the U.S. Tire Manufacturers Association (RMA) F3 and RMA T.063 for molded bearings, and RMA F2 for extruded bearings.

Perform required welding in accordance with Item 441. Manufacture guide bars, when required, so adjacent top and bottom bar surfaces are parallel to within 1/16 in. in the assembled position. The tolerance for diameter of anchor bolt holes is +1/8 in., -0. The maximum deviation for flatness of steel plates is 1/16 in. in any 24 in. or as shown on the plans.

3.1.1. **Markings**. Mark the bearing type on the surface of each bearing as shown on the plans. The marking must remain legible until placement in the structure. Permanently mark, in addition, laminated bearings with:

- manufacturer's name or trademark,
- lot number, and
- date of manufacture (month-year).

Place this permanent marking on a face that is visible after erection of the bridge unless otherwise shown on the plans.

3.1.2. **Testing and Acceptance**. Perform testing, inspection, and acceptance of plain and laminated elastomeric bearing pads in accordance with DMS-7365.

For laminated elastomeric bearings with a steel top plate or special components (steel guide bars and bottom plate), apply a compression load of 2,250 psi or a stress approved by the Engineer to each bearing. Provide calibrated equipment per ASTM E4 for this compression testing. Each bearing will be acceptable if there is no visible evidence of bond failure or other damage and if the finished bearing meets other pertinent portions of this Item. Samples may be taken if the quality of production becomes questionable.

3.1.2.1. **Laminated Bearings**. Subject each laminated bearing to a compression of 2,250 psi or an approved stress. Provide calibrated equipment in accordance with ASTM E4 for this compression testing. Each bearing will be acceptable if there is no visible evidence of bond failure or other damage and if the finished bearing meets other pertinent portions of this Item. Samples may be taken if the quality of production becomes questionable.

3.1.3. **Documentation**. Furnish certified laboratory test results on the elastomer properties of each batch or lot of compound for both plain and laminated bearings. Provide copies of certified mill test reports for laminated bearing steel top plates and any required steel special components.

3.1.4. **Storage**. Protect plain and laminated bearings from sunlight until placement in the structure.

3.1.5. **Field Methods**. Provide concrete surfaces for bearing areas under plain and laminated elastomeric bearings in accordance with Section 420.4.9., "Treatment and Finishing of Horizontal Surfaces."

Do not damage the elastomer when welding near bearings.

Damaged bearings will be subject to rejection and require replacement as directed.

3.2. **Sliding Elastomeric Bearings**. Electronically submit shop drawings for the complete assembly before fabrication of sliding elastomeric bearings as shown on the plans and in accordance with Item 441. Provide a bearing layout with the shop drawings.

Finish the steel top (sole) plate surface, interfacing with the stainless steel sheet, in accordance with Section 434.2.2.2.1., "Steel Top (Sole) Plates." Provide this finished surface flat to a tolerance of 1/32 in. Provide the remaining surface, outside the stainless steel sheet interface, flat to a tolerance of 1/16 in. in any 24 in.

Attach the stainless steel sheet to the steel top (sole) plate by continuous fillet welding around the edges using an approved welding electrode. Do not extend the weld above the sliding surface. Protect the sliding surface from weld spatter. Polish the stainless steel sheet to a bright mirror finish less than 20 micro-in., and solvent-clean to remove traces of polishing compound after attachment to the steel plate.

Fabricate the laminated elastomeric bearing pads in accordance with Section 434.3.1., "Plain and Laminated Elastomeric Bearings." Vulcanize the laminated elastomeric bearing pad to the PTFE-faced steel plate. Machine the steel plate recessed surface flat to a tolerance of 1/32 in. and within 1/32 in. of required depth. Bond the PTFE material to the steel plate recessed surface using an approved adhesive. Fit the PTFE material into the recessed surface with not more than 1/32-in. gaps around the perimeter.

Perform required welding in accordance with Item 441. Manufacture guide bars when required so that adjacent top and bottom bar surfaces are parallel to within 1/16 in. in the assembled position. The tolerance for diameter of anchor bolt holes is +1/8 in., -0 in.

3.2.1. **Markings**. Mark the bearing type on the surface of each sliding elastomeric bearing. The marking must remain legible until placement in the structure. Permanently mark the laminated elastomeric bearing pad with information in accordance with Section 434.3.1.1., "Markings."

3.2.2. **Testing and Acceptance**. Test a minimum of 10% of the sliding elastomeric bearing assemblies to a compressive strength of 2,250 psi or an approved stress. Provide calibrated equipment in accordance with ASTM E4 for this compression testing. No tested sliding elastomeric bearing may show visible damage to the PTFE or stainless steel surfaces or evidence of bond failure between the:

- PTFE-faced steel plate and laminated elastomeric bearing pad,
- steel laminates and elastomer within the laminated elastomeric bearing pad, or
- steel plate and PTFE.

Perform check tests if necessary on the steel, laminated elastomeric bearing pads, or PTFE material to verify the properties required in accordance with Section 434.2.2., "Sliding Elastomeric Bearings."

Bearings represented by test specimens passing the requirements of this Item will be approved for use in the structure subject to on-site inspection by the Engineer for visible defects.

3.2.2.1. **Lower Component**. Manufacture one additional bearing lower component per project for testing purposes. Notify MTD, which will sample a bearing lower component at random from the lot, after bearings have been manufactured for a project. Forward selected samples (freight prepaid) to MTD, or to their contracted testing laboratory when directed. Lower component samples will be tested in accordance with the following.

- Tex-601-J, Part II—"Adhesion Test Method 2." Adhesion between the PTFE material and steel plate must meet a minimum 20 lb. per inch of width;
- Tex-601-J, Part III—"Chlorinated Compound Test Method 3." Laminated bearing pad elastomer must contain chlorinated compounds (neoprene); and
- PTFE physical properties in accordance with Table 1, except for Melting Point Testing (ASTM D4894).

Costs associated with testing sliding elastomeric bearing lower component project samples failing to conform to these requirements are borne by the bearings manufacturer. This cost will be assessed at the rate established by MTD at the time of testing.

3.2.2.2. **Documentation**. Furnish copies of certified mill test reports for the steel top (sole) plate, stainless steel, PTFE-faced steel plate, and any required steel special components. Provide a manufacturer's certification that the PTFE material meets the requirements of this Item. Furnish certified laboratory test results on the elastomer properties of each batch or lot of compound for laminated elastomeric bearing pads.

3.2.3. **Storage**. Store sliding elastomeric bearings horizontally in a dry, sheltered area. Provide moisture- and dust-resistant wrapping maintained in good condition until installation. Protect bearings from damage, dirt, oil, grease, and other foreign substances.

3.2.4. **Field Methods**. Provide concrete surfaces for bearing areas under sliding elastomeric bearings in accordance with Section 420.4.9., "Treatment and Finishing of Horizontal Surfaces."

Refer to the plans for temperature setting corrections for all bridges and bearing alignment relative to a chord for curved bridges. Perform such adjustments as directed if the plans do not address these requirements.

Exercise care in any field welding required for the installation of a sliding elastomeric bearing to prevent damage to the elastomer, PTFE, or stainless steel surface. Repair damage to protective coating on the bearings and apply the final appearance coat in accordance with Item 446, "Field Cleaning and Painting Steel."

Damaged bearings will be subject to rejection and require replacement as directed.

3.3. **HLMR Bearings**. Electronically submit shop drawings for the complete assembly, before fabrication of HLMR bearings, as shown on the plans. Provide a bearing layout with the shop drawings, including geometric placement on substructure. Provide design calculations sealed by a licensed professional engineer.

3.3.1. **Markings**. Provide a permanent identification mark indicating each bearing's position in the structure and a direction arrow oriented in the forward station direction. Ensure the primary identification mark or a second such mark is provided at a visible location on the bearing after superstructure construction.

3.3.2. **Testing and Acceptance**. Coordinate arrangements for sampling and testing with MTD before manufacturing all or a significant number of bearings for the project. Coordinate with MTD the number and type of tests that must be observed by a designated MTD representative. Perform testing in accordance with Section 18, "Bearing Devices," of the AASHTO LRFD *Bridge Construction Specifications*. Use prequalification for certain tests only if approved by MTD.

Disassemble bearings for visual inspection after testing. Replace or repair any bearings that reveal malfunction, such as lift-off, galling between components, excessive deflection, yielding of steel, surface irregularities of stainless steel, and cold flow or bond failure of PTFE. Perform testing to validate performance of replaced or repaired bearings as directed.

3.3.3. **Storage**. Store HLMR bearings horizontally in a dry, sheltered area. Provide moisture- and dust-resistant wrapping maintained in good condition until installation. Lift bearings only from the underside. Protect bearings from damage, dirt, oil, grease, and other foreign substances.

3.3.4. **Field Methods**. Provide concrete surfaces for bearing areas under HLMR bearings in accordance with Section 420.4.9., "Treatment and Finishing of Horizontal Surfaces," unless otherwise shown on the plans or the HLMR bearing shop drawings.

Do not disassemble bearings unless otherwise approved with the guidance of the bearing fabricator. Clean any contaminated sliding surfaces as directed by the fabricator.

Place HLMR bearings on preformed fabric pads in accordance with Section 441.3.11.6., "Bearing and Anchorage Devices," unless otherwise shown on the plans or the shop drawings. Refer to the plans for temperature setting corrections for all bridges and bearing alignment relative to a chord for curved bridges. Perform such adjustments as directed if the plans do not address these requirements.

Exercise care in any field welding required for the installation of an HLMR bearing to prevent damage to the elastomer, disc element, PTFE, or stainless steel surface. Perform repair of damage to the prime coat on the bearings and apply the final appearance coat in accordance with Item 446.

Damaged bearings will be subject to rejection and require replacement as directed.

4. MEASUREMENT

4.1. **Plain and Laminated Elastomeric Bearings**. When plain and laminated elastomeric bearings are shown on the plans to be a pay item, measurement will be by each bearing.

4.2. **Sliding Elastomeric Bearings**. Sliding elastomeric bearings will be measured by each bearing.

4.3. **HLMR Bearings**. HLMR bearings will be measured by each bearing in a specified load range.

5. PAYMENT

5.1. **Plain and Laminated Elastomeric Bearings**. Plain and laminated elastomeric bearings used with precast prestressed concrete or rolled steel members will not be paid for directly, but will be subsidiary to pertinent Items.

For plain and laminated elastomeric bearings used with post-tensioned concrete superstructures, and with steel girders when specified as a pay item, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Elastomeric Bearing" of the type specified. This price is full compensation for materials, including anchor bolts, top plates, and steel special components; installation; and tools, equipment, labor, and incidentals.

5.2. **Sliding Elastomeric Bearings**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Sliding Elastomeric Bearing" of the type specified. This price is full compensation for the stainless-steel faced top (sole) plate, the PTFE-faced steel plate vulcanized to the top of a laminated elastomeric bearing pad, the steel special components, and the anchor bolts required to connect the bearing between superstructure and substructure; installation; and tools, equipment, labor, and incidentals.

5.3. **HLMR Bearings**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "HLMR Bearing" of the type specified. This price is full compensation for the stainless-steel faced top (sole) plate, the PTFE-faced steel plate attached to the top bearing plate, the polyether urethane disc or elastomer layer, lateral guide components, shear restriction devices or outer cylinder pot, pot bearing seals, masonry plate, and the anchor bolts required to connect the bearing to the supporting structure; installation; and tools, equipment, labor, and incidentals.

Item 438
Cleaning and Sealing Joints

1. DESCRIPTION

Clean and seal joints in new or existing rigid concrete pavements and bridge decks. Resize joints in rigid concrete pavements and approach slabs as shown on the plans.

2. MATERIALS

Use sealants of the class shown on the plans that meet the requirements of DMS-6310, "Joint Sealants and Fillers," except as modified herein. Use primers recommended by the manufacturer of the sealant if required.

When a foam-type joint seal is specified, provide one of the listed systems shown on the plans with material meeting the requirements of Section 454.3.4., "Foam-Type Joint Seal."

Provide backer rods that are circular and are 25% larger than the joint opening. Use backer rods compatible with the sealant that do not react with or bond to the sealant.

3. EQUIPMENT

Use equipment that meets sealant manufacturer's recommendations. Use air compressors equipped with appropriate filters for removing oil and water from the air. Provide concrete saws with sufficient capacity to cut full depth of concrete pavement, approach slabs, and bridge decks.

4. CONSTRUCTION

Submit information from the sealant manufacturer showing recommended equipment and installation procedures before starting work. All equipment and procedures will be subject to approval. If the equipment causes damage to dowels, reinforcing steel, concrete, base, sub-base, or subgrade, repair the damage and change the procedure and equipment to prevent further damage.

When foam-type joint seal is shown on the plans, provide a technician associated with the joint seal manufacturer for training and installation of the initial joint. Provide written instructions from the manufacturer for joint seal installation. Measure all joint openings and size the width of joint seal in conformance with the manufacturer's specifications.

4.1. **Preparation**. Remove all debris, dirt, dust, saw cuttings, and other foreign material from joint by an approved method. Collect and dispose of all the removed material.

Remove existing preformed bituminous fiber board material or other spacer material the full depth of the joint along with all other debris in the joint opening. Resize the joint sealant space by sawing to the width and depth shown on the plans to accommodate the type of sealant specified.

Clean debris full depth of the joint, including from the diaphragm windows below the joints on concrete slab-and-girder (pan girder) and tee-beam bridges.

Abrasive-blast clean the vertical faces of joints armored with steel to remove all visible rust, paint, mill scale, and other forms of contamination, leaving a white metal appearance. Clean concrete and other surfaces by method approved and in conformance with the manufacturer's specifications before placing sealant. Air blast the joint after cleaning to remove all dust.

Saw-cut concrete pavement and concrete approach slab full depth to provide joint opening as shown on the plans and as directed. Clean all debris out of the joint full depth of concrete pavement.

4.2. **Sealing**. Place the sealant in conformance with the manufacturer's recommended procedures. Apply the primer, when required, at the specified rate and time interval before applying the sealant. Apply the sealant to dry joint surfaces unless otherwise recommended by the sealant manufacturer. Tool any sealant material that is not self-leveling to force the sealant against the joint surfaces.

Place approved support spacers into joints as shown on the plans for concrete pavement. Place a backer rod in the joint opening to prevent the sealant from flowing through the joint and to hold the sealant at its required elevation, unless directed otherwise. Set the top of the sealant and thickness of sealant as shown on the plans. Do not place sealant in an expansion-type joint if surface temperature is below 55°F or above 90°F.

5. MEASUREMENT

When shown on the plans to be a pay item, this Item will be measured by the foot of sealant placed.

6. PAYMENT

Unless otherwise shown on the plans, the work performed and materials furnished in accordance with this Item will not be paid for directly, but will be subsidiary to bid items of the Contract.

When shown as a pay item, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Cleaning and Sealing Existing Joints"; "Cleaning and Sealing Joints" of the class, if specified; "Cleaning and Sealing Joints (Foam)"; "Cleaning Existing Joints"; and "Resizing and Sealing Joints." This price is full compensation for furnishing all materials; sawing, routing, and cleaning the joint; installation of joint sealant; disposing of debris; and equipment, labor, tools, and incidentals.

Item 440
Reinforcement for Concrete

1. DESCRIPTION

Furnish and place reinforcement of the type, size, and details shown on the plans.

2. MATERIALS

Use deformed steel bar reinforcement unless otherwise specified or allowed.

2.1. **Approved Mills**. Before furnishing steel, producing mills of reinforcing steel for the Department must be pre-approved in accordance with DMS-7320, "Qualification Procedure for Reinforcing Steel Production Mills," by the Materials and Tests Division. The Department's MPL includes approved producing mills. Reinforcing steel obtained from unapproved sources will not be accepted.

2.2. **Deformed Steel Bar Reinforcement**. Provide deformed reinforcing steel conforming to one of the following:

- ASTM A615, Grade 60 or 80;
- ASTM A996, Type A, Grade 60;
- ASTM A996, Type R, Grade 60, permitted in concrete pavement only (Furnish ASTM A996, Type R bars as straight bars only and do not bend them. Bend tests are not required.); or
- ASTM A706, Grade 60 or 80.

Provide the grade of reinforcing steel shown on the plans. Provide Grade 60 if no grade is shown.

The nominal size, area, and weight of reinforcing steel bars this Item covers are shown in Table 1.

Table 1
Size, Area, and Weight of Reinforcing Steel Bars

Bar Size Number (in.)	Diameter (in.)	Area (sq. in.)	Weight per Foot (lb.)
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.650
18	2.257	4.00	13.60

2.3. **Smooth Steel Bar Reinforcement**. Provide steel conforming to ASTM A615 or meet the physical requirements of ASTM A36 for smooth bars that are larger than No. 3. Designate smooth bars by size number up to No. 4 and by diameter in inches above No. 4.

2.4. **Spiral Reinforcement**. Provide bars or wire for spiral reinforcement of the grade and minimum size or gauge shown on the plans.

Provide smooth or deformed wire conforming to ASTM A1064. Provide bars conforming to ASTM A615; ASTM A996, Type A; or ASTM A675, Grade 80, meeting dimensional requirements of ASTM A615.

2.5. **Weldable Reinforcing Steel**. Provide reinforcing steel conforming to ASTM A706 or with a maximum carbon equivalent (C.E.) of 0.55% if welding of reinforcing steel is required or desired. Provide a report showing the percentages of elements necessary to establish C.E. for reinforcing steel that does not meet ASTM A706, to be structurally welded. These requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Section 448.4.2.1.1., "Miscellaneous Welding Applications."

Calculate C.E. using the following formula:

$$C.E. = \%C + \frac{\%Mn}{6}$$

Do not weld stainless reinforcing steel without permission from the Engineer. Provide stainless reinforcing steel suitable for welding, if required, and submit welding procedures and electrodes to the Engineer for approval.

All welding operations must be performed before any required hot-dip galvanizing.

2.6. **Welded Wire Reinforcement (WWR)**. Provide WWR conforming to ASTM A1064. Observe the relations shown in Table 2 among size number, diameter in inches, and area when ordering wire by size numbers, unless otherwise specified. Precede the size number for deformed wire with "D" and for smooth wire with "W."

Designate WWR as shown in the following example: 6 × 12 – W16 × W8 (indicating 6-in. longitudinal wire spacing and 12-in. transverse wire spacing with smooth No. 16 wire longitudinally and smooth No. 8 wire transversely).

Table 2
Wire Size Number, Diameter, and Area

Size No. (in.)	Diameter (in.)	Area (sq. in.)
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.422	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
2.9	0.192	0.029
2.5	0.178	0.025
2	0.160	0.020
1.4	0.134	0.014
1.2	0.124	0.012
0.5	0.080	0.005

Note—Size numbers (in.) are the nominal cross-sectional area of the wire in hundredths of a square inch. Fractional sizes between the sizes listed above are also available and acceptable for use.

2.7. **Welded Deformed Bar Mat Reinforcement**. Provide welded deformed bar mats in accordance with ASTM A184 except as otherwise noted in this Specification. Fabricate welded bar mats from deformed steel bars in accordance with ASTM A706 by securely connecting every intersection with a process of electrical resistance welding that employs the principle of fusion combined with pressure. The bars must be assembled by automatic machines or by other suitable mechanical means that will assure accurate spacing and alignment of all bars of the finished product

2.8. **Epoxy Coating**. Provide epoxy-coated reinforcing steel as shown on the plans. Before furnishing epoxy-coated reinforcing steel, an epoxy applicator must be pre-approved in accordance with DMS-7330, "Qualification Procedure for Reinforcing Steel Epoxy Coating Applicators." The Department's MPL includes approved applicators.

Furnish epoxy-coated reinforcing steel meeting the requirements in Table 3.

Table 3
Epoxy Coating Requirements for Reinforcing Steel

Material	Specification
Bar	ASTM A775 or A934
Wire or WWR	ASTM A884 Class A or B
Mechanical couplers	As shown on the plans
Hardware	As shown on the plans

Use epoxy coating material and coating repair material that complies with DMS-8130, "Epoxy Powder Coating for Reinforcing Steel." Patch no more than 1/4-in. total length in any foot at the applicator's plant.

Maintain identification of all reinforcing steel throughout the coating and fabrication process and until delivery to the project site.

Furnish one copy of a written certification verifying the epoxy-coated reinforcing steel meets the requirements of this Item and one copy of the manufacturer's control tests.

2.9. **Mechanical Couplers**. Use couplers of the type specified in DMS-4510, "Mechanical Couplers for Reinforcing Steel," Article 4510.6.1, "General Requirements," when mechanical splices in reinforcing steel bars are shown on the plans.

Furnish only couplers pre-qualified in accordance with DMS-4510. Ensure sleeve-wedge type couplers are not used on coated reinforcing. Sample mechanical couplers in accordance with Tex-743-I for testing before use on individual projects. Test the mechanical couplers for every project in which mechanical couplers are used in accordance with Tex-744-I. Furnish couplers only at locations shown on the plans.

Furnish couplers for stainless reinforcing steel with the same alloy designation as the reinforcing steel.

Provide hot-dip or mechanically galvanized couplers when splicing galvanized reinforcing steel or CGR.

2.10. **Fibers**. Supply fibers conforming to DMS-4550, "Fibers for Concrete," at the minimum dosage listed in the Department's MPL, when shown on the plans. Use non-metallic fibers when shown on the plans.

2.11. **Stainless Reinforcing Steel**. Provide deformed steel bars of the types shown in Table 4 and conforming to ASTM A955, Grade 60 or higher when stainless reinforcing steel is required on the plans.

Table 4
Acceptable Types of Deformed Stainless Steel Bar

Universal Numbering System designation	S31653	S31803	S24100	S32304
AISI type	316LN	2205	XM-28	2304

2.12. **Low-Carbon and Low-Chromium Reinforcing Steel**. Provide deformed steel bars conforming to ASTM A1035, Grade 100, Type CS when low carbon and low chromium reinforcing steel is required on the plans. Type CM will be permitted only if specifically allowed as shown on the plans.

2.13. **Glass-Fiber Reinforced Polymer (GFRP) Bars**. For reinforced concrete bridge decks, provide bars conforming to ASTM D7957/D7957M when GFRP bars are required on the plans. Provide GFRP bars with a minimum modulus of elasticity of 7,500 ksi when GFRP bars are required on the plans. Provide sample certification demonstrating the GFRP bar supplier has produced bar that meets the material specifications 2 mo. before fabrication. Furnish certification upon shipment that the GFRP bar supplied meets these requirements.

2.14. **Galvanized Reinforcement**. Provide galvanized reinforcing steel conforming to one of the following as shown on the plans:

- zinc-coated, hot-dip galvanized Class I or II steel reinforcement conforming to ASTM A767, Grade 60 or 80; or
- continuously hot-dip galvanized reinforcement (CGR) conforming to ASTM A1094 steel reinforcement, Grade 60 or 80.

3. CONSTRUCTION

3.1. **Bending**. Fabricate reinforcing steel bars in accordance with the CRSI *Manual of Standard Practice* to the shapes and dimensions shown on the plans. Fabricate in the shop if possible. Field-fabricate, if permitted, using an approved method. Replace improperly fabricated, damaged, or broken bars at no additional expense to the Department. Repair damaged or broken bars embedded in a previous concrete placement using an approved method.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), must not be less than that shown in Table 5.

Table 5
Minimum Inside Diameter of Bar Bends

Bend	Bar Size No. (in.)	Diameter
Bends of 90° and greater in stirrups, ties, and other secondary bars that enclose another bar in the bend	3, 4, 5	4d[1]
	6, 7, 8	6d
Bends in main bars and in secondary bars not covered above	3–8	6d
	9, 10, 11	8d
	14, 18	10d[2]

1. For Grade 80 bars, minimum finished diameter is 5.0db.
2. Do not bend bars larger than No. 14 with grade designation of Grade 80 or higher

Bend-test representative specimens as described for smaller bars in the applicable ASTM specification where bending No. 14 or No. 18 Grade 60 bars is required. Make the required 90° bend around a pin with a diameter of 10 times the nominal diameter of the bar.

Bend stainless reinforcing steel in accordance with ASTM A955.

Do not bend hot-dip galvanized reinforcement. Only minor positioning adjustments are permitted.

Bending CGR is permitted after galvanizing.

3.2. **Tolerances**. Fabrication tolerances for bars are shown in Figure 1.

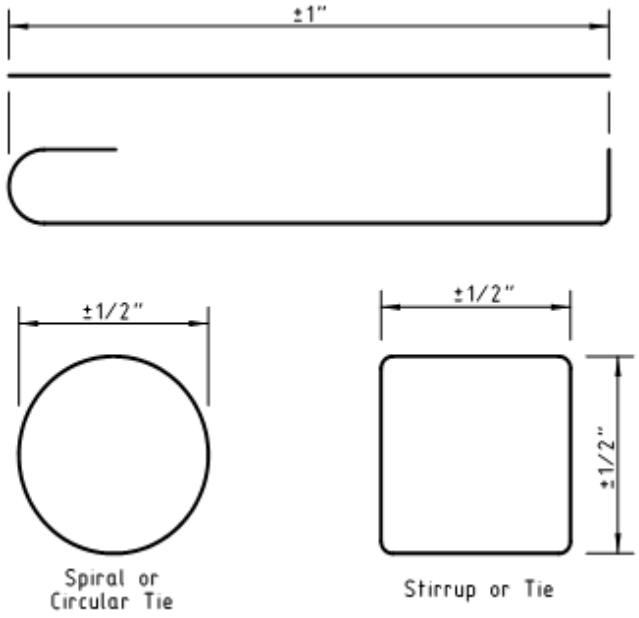


Figure 1
Fabrication Tolerances for Bars

3.3. **Storage**. Store reinforcement above the ground on platforms, skids, or other supports, and protect it from damage and deterioration. Ensure reinforcement is free of dirt, paint, grease, oil, and other foreign materials when it is placed in the work. Use reinforcement free of defects such as cracks and delaminations. Rust, surface seams, surface irregularities, or mill scale will not be cause for rejection if the minimum cross-sectional area of a hand wire-brushed specimen meets the requirements for the size of steel specified.

Do not allow stainless reinforcing steel to be in direct contact with uncoated reinforcing steel, or with galvanized reinforcing steel. This does not apply to stainless steel wires and ties. Store stainless reinforcing steel separately, off the ground on wooden supports.

3.4. **Splices**. Lap-splice, weld-splice, or mechanically splice bars as shown on the plans. Additional splices not shown on the plans will require approval. Splices not shown on the plans will be permitted in slabs no more than 15 in. in thickness, columns, walls, and parapets.

Do not splice bars less than 30 ft. in plan length unless otherwise approved. For bars exceeding 30 ft. in plan length, the distance center-to-center of splices must be at least 30 ft. minus one splice length, with no more than one individual bar length less than 10 ft. Make lap splices not shown on the plans, but otherwise permitted, in accordance with Table 6. Maintain the specified concrete cover and spacing at splices, and place the lap-spliced bars in contact, securely tied together.

Table 6
Minimum Lap Requirements for Steel Bar Sizes Through No. 11

Bar Size No. (in.)	Uncoated Lap Length	Coated Lap Length
3	1 ft. 4 in.	1 ft. 7 in.
4	1 ft. 10 in.	2 ft. 8 in.
5	2 ft. 8 in.	4 ft. 0 in.
6	3 ft. 8 in.	5 ft. 6 in.
7	4 ft. 10 in.	7 ft. 2 in.
8	6 ft. 0 in.	9 ft. 0 in.
9	7 ft. 4 in.	11 ft. 0 in.
10	8 ft. 11 in.	13 ft. 4 in.
11	10 ft. 6 in.	15 ft. 9 in.

Do not lap No. 14 or No. 18 bars.

Lap spiral steel at least one full turn.

Splice WWR using a lap length that includes the overlap of at least two cross wires plus 2 in. on each sheet or roll. Splices using bars that develop equivalent strength and are lapped in accordance with Table 6 are permitted.

Lap the existing longitudinal bars with the new bars as shown in Table 6 for box culvert extensions with less than 1 ft. of fill. Lap at least 1 ft. 0 in. for extensions with more than 1 ft. of fill.

Ensure welded splices conform to the requirements shown on the plans and Item 448, "Structural Field Welding." Field-prepare ends of reinforcing bars if they will be butt-welded. Delivered bars must be long enough to permit weld preparation.

Install mechanical coupling devices in conformance with the manufacturer's recommendations at locations shown on the plans. Protect threaded male or female connections, and ensure the threaded connections are clean when making the connection. Do not repair damaged threads.

Mechanical coupler alternate equivalent strength arrangements, to be accomplished by substituting larger bar sizes or more bars, will be considered if approved in writing before fabrication of the systems.

3.5. **Placing**. Place reinforcement as near as possible to the position shown on the plans. Do not vary bars from plan placement by more than 1/12 of the spacing between bars in the plane of the bar parallel to the nearest surface of concrete. Do not vary bars from plan placement by more than 1/4 in. in the plane of the bar perpendicular to the nearest surface of concrete. Provide a minimum 1-in. clear cover of concrete to the nearest surface of bar unless otherwise shown on the plans.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement is -0, +1/2 in.

Locate the reinforcement accurately in the forms and hold it firmly in place before and during concrete placement by means of bar supports that are adequate in strength and number to prevent displacement and keep the reinforcement at the proper distance from the forms. Provide bar supports in accordance with the CRSI *Manual of Standard Practice*. Use Class 1 supports, approved plastic bar supports, precast mortar, or concrete blocks when supports are in contact with removable or stay-in-place forms. Use Class 3 supports in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade must be approved.

Use Class 1A supports with epoxy-coated reinforcing steel. Use Class 1 or Class 1A supports with CGR. Provide epoxy- or plastic-coated tie wires and clips for use with epoxy-coated reinforcing steel.

Use mortar or concrete with a minimum compressive strength of 5,000 psi for precast bar supports. Provide a suitable tie wire in each block for anchoring to the bar.

Place individual bar supports in rows at 4-ft. maximum spacing in each direction. Place continuous type bar supports at 4-ft. maximum spacing. Use continuous bar supports with permanent metal deck forms.

The exposure of the ends of longitudinals, stirrups, and spacers used to position the reinforcement in concrete pipe and storm drains is not cause for rejection.

Tie reinforcement for bridge slabs and top slabs of direct traffic culverts at all intersections, except tie only alternate intersections where spacing is less than 1 ft. in each direction. Tie the bars at enough intersections to provide a rigid cage of reinforcement for reinforcement cages for other structural members. Fasten mats of WWR securely at the ends and edges.

Clean mortar, mud, dirt, debris, oil, and other foreign material from the reinforcement before concrete placement. Do not place concrete until authorized.

Stop placement until corrective measures are taken if reinforcement is not adequately supported or tied to resist settlement, reinforcement is floating upward, truss bars are overturning, or movement is detected in any direction during concrete placement.

3.6. **Handling, Placing, and Repairing Epoxy-Coated Reinforcing Steel**.

3.6.1. **Handling**. Provide systems for handling coated reinforcing steel with padded contact areas. Pad bundling bands or use suitable banding to prevent damage to the coating. Lift bundles of coated reinforcement using a strongback, a spreader bar, multiple supports, or a platform bridge. Transport the bundled reinforcement carefully and store it on protective cribbing. Do not drop or drag the coated reinforcement.

3.6.2. **Placing**. Do not flame-cut coated reinforcement. Saw- or shear-cut only when approved. Coat cut ends in accordance with Section 440.3.6.3., “Repairing Coating.”

Do not weld or mechanically couple coated reinforcing steel except where specifically shown on the plans. Remove the epoxy coating at least 6 in. beyond the weld limits before welding and 2 in. beyond the limits of the coupler before assembly. Clean the steel of oil, grease, moisture, dirt, welding contamination (slag or acid residue), and rust to a near-white finish after welding or coupling. Check the existing epoxy for damage. Remove any damaged or loose epoxy back to sound epoxy coating.

Coat the splice area after cleaning with epoxy repair material to a thickness of 7–17 mils after curing. Apply a second application of repair material to the bar and coupler interface to ensure complete sealing of the joint.

3.6.3. **Repairing Coating**. Use material that complies with the requirements of this Item and ASTM D3963 for repairing of the coating. Make repairs in conformance with procedures recommended by the manufacturer of the epoxy coating powder. Apply at least the same coating thickness as required for the original coating for areas to be patched. Repair all visible damage to the coating.

Repair sawed and sheared ends, cuts, breaks, and other damage promptly before additional oxidation occurs. Clean areas to be repaired to ensure they are free of surface contaminants. Make repairs in the shop or field as required.

3.7. **Repair of Galvanized Reinforcing Steel**. Repair damaged galvanized surfaces in accordance with Section 445.3.4.2. “Repair Processes.”

3.8. **Handling and Placing Stainless Reinforcing Steel**. Handle, cut, and place stainless reinforcing steel bar using tools that are not used on carbon steel. Do not use carbon steel tools, chains, or slings when handling stainless steel. Use only nylon or polypropylene slings. Cut stainless steel reinforcing using shears, saws, abrasive cutoff wheels, or torches. Remove any thermal oxidation using pickling paste. Do not field bend stainless steel reinforcing without approval.

Use 16-gauge fully annealed stainless steel tie wire conforming to the material properties listed in Section 440.2.11., “Stainless Reinforcing Steel.” Support all stainless reinforcing steel on solid plastic, stainless steel, or epoxy-coated steel chairs. Do not use uncoated carbon steel chairs in contact with stainless reinforcing steel.

3.9. **Bending, Handling, Repairing, and Placing GFRP Bars**. Fabricate, handle, repair, and place GFRP bars in accordance with the AASHTO *LRFD Bridge Design Guide Specifications for GFRP-Reinforced Concrete*, Section 6, “Construction Specifications.”

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Item 445
Galvanizing

1. DESCRIPTION

Galvanize or repair galvanizing on metal items.

2. MATERIALS

Provide galvanized metal items that meet the standards shown in Table 1.

Table 1
Galvanizing Standards

Item	Standard
Fabricated items; rolled, pressed, or forged steel shapes; plates; pipes; tubular items; and bars	ASTM A123
Steel or iron castings	ASTM A153, Class A
Bolts, nuts, screws, washers, and other miscellaneous hardware	ASTM F2329 or ASTM B695, Class 50
Miscellaneous fasteners	ASTM B633, Class Fe/Zn 8
Rail elements for metal beam guard fence or bridge railing	AASHTO M 180
Permanent metal deck forms, supporting angles, and incidental items	ASTM A653, Coating Designation G165

3. CONSTRUCTION

3.1. **General**. Provide for proper filling, venting, and draining during cleaning and galvanizing if fabricated members or assemblies are required to be hot-dip galvanized. Provide drain holes or slots as required, except where prohibited by the plans. Provide a surface finish on the thermal-cut drain holes or slots in accordance with AWS D1.1 requirements for base metal preparation. Drain to the small end of tapered sections that are assembled using slip-joint splices. Ensure cleaning and galvanizing do not produce hydrogen embrittlement.

Remove weld spatter on exposed surfaces, weld flux, weld slag, and any other weld residue or impurities before galvanizing. Before galvanizing material 1/4 in. or greater in thickness:

- remove all sharp burrs, and
- chamfer to approximately 1/16 in. all edges.

3.2. **Painting Galvanized Materials**. Provide a paint system if painting is specified on galvanized materials in accordance with DMS-8102, "Paint Systems for Galvanized Steel," unless otherwise shown on the plans. Follow all manufacturer instructions for surface preparation and application, including the following.

3.2.1. **Surface Preparation**. Do not water-quench or chromate-quench galvanized surfaces to be painted. Prepare the surface in accordance with ASTM D6386 or ASTM D7803, as applicable. Apply coating within 12 hr. of cleaning. Re-clean the surface if more than 12 hr. elapse before initial painting.

3.2.2. **Coating Application**. Ensure the coating is smooth, even, continuous, and free of drips, runs, sags, holidays, wrinkles, or other coating defects. Ensure the coating has a uniform appearance within all portions of the painted piece and all related pieces and components of a project. Ensure all repairs are smooth, even, and visually match the remainder of the coated piece by use of feathering and other appropriate techniques to avoid sharp transitions.

3.3. **Workmanship**.

3.3.1. **Coverage**. Bare spots no more than 1/8 in. across are acceptable unless numerous. Repair larger bare spots in accordance with Section 445.3.4., "Repairs." Local runs or drips of zinc coating are acceptable unless they interfere with the intended use of the product. Carefully remove plainly visible excessive zinc accumulations.

3.3.2. **Adhesion**. Tap the coated area using a small hammer to test coating adhesion. The coating is acceptable if it is not brittle and does not scale or flake.

3.3.3. **Appearance**.

3.3.3.1. **White Rust**. A white powdery residue indicates moisture. Remove heavy layers of white rust that have caused the coating to pit. Light coatings may remain unless the Engineer requires chemical removal. Remove white rust from articles that will be in direct contact with soil.

3.3.3.2. **Red Rust**. Red rust on galvanized items indicates uncoated areas. Refer to Section 445.3.3.1., "Coverage," for acceptance criteria.

3.3.3.3. **Alligator Cracking or Spider Webbing**. The composition of the base metal may cause dark lines resembling alligator skin. Refer to Section 445.3.3.2., "Adhesion," to determine whether the coating is acceptable.

3.3.3.4. **Dull Gray Coating**. The composition of the base metal can cause a dull gray color. Refer to Section 445.3.3.2., "Adhesion," to determine whether the coating is acceptable.

3.3.4. **Coating Thickness**. Galvanize to the thickness specified. Use Tex-728-I to determine coating thickness.

3.4. **Repairs**. Use zinc-based solders, sprayed zinc, or zinc-rich paints for repairs in accordance with this Section.

3.4.1. **Materials**.

3.4.1.1. **Zinc-Based Solders**. Solders used in rod form or as powders:

- zinc-tin-lead alloys with liquidus temperatures in the range of 446–500°F, or
- zinc-cadmium alloys with liquidus temperatures in the range of 518–527°F.

3.4.1.2. **Sprayed Zinc (Metallizing)**. Zinc coating applied by spraying with droplets of molten metal using wire, ribbon, or powder processes.

3.4.1.3. **Organic Zinc-Rich Paints**. Zinc-rich paints based on organic binders that meet the requirements of DMS-8103, "Galvanizing Repair Paints." The Department's MPL has a list of approved repair paints for galvanized coatings.

3.4.2. **Repair Processes**.

3.4.2.1. **Zinc-Based Solders**. Remove moisture, oil, grease, dirt, corrosion products, and welding slag or flux from surfaces to be repaired. Clean surface to white metal by wire-brushing, light grinding, or mild blasting extending into the surrounding undamaged galvanized coating. Preheat cleaned areas to at least 600°F, but not more than 750°F. Wire-brush while heating and evenly distribute a layer of zinc solder. Flush the repaired area with water or wipe with a damp cloth to remove flux residue when repair is completed.

3.4.2.2. **Sprayed Zinc (Metallizing)**. Remove oil, grease, corrosion products, and any welding slag or flux from surfaces to be repaired, and ensure the surfaces are dry. Clean surface to white metal by wire-brushing, light grinding, or mild blasting extending into the surrounding undamaged galvanized coating. Apply coating by metal-spraying pistols fed with either zinc wire, ribbon, or powder. Provide a coating that is uniform and free of lumps, coarse areas, or loose particles.

3.4.2.3. **Organic Zinc-Rich Paints**. Remove oil, grease, corrosion products, and welding slag or flux from surfaces to be repaired, and ensure the surfaces are clean and dry. Clean surface to near-white metal by wire-brushing, light grinding, or mild blasting extending into the surrounding undamaged coating to provide a smooth repair. Spray or brush-apply the paint to the prepared area in conformance with the paint manufacturer's instructions to attain the required dry-film thickness. Provide multiple passes when using spray application.

3.5. **Repair Coating Thickness**. Measure thickness in the repaired area in accordance with Tex-728-I after completing repair and cooling or curing. The minimum thickness required is the same as that required for the specified galvanizing. However, if the repair uses zinc-rich paints, the minimum coating thickness is 50% higher than the specified galvanizing thickness but not greater than 4.0 mils.

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Item 447
Structural Bolting

1. DESCRIPTION

Furnish and install high-strength bolts for structural connections.

2. MATERIALS

2.1. **General**. Use the same supplier for bolts and nuts to ensure proper fit. Have the manufacturer or distributor perform rotational-capacity (R-C) tests in accordance with Tex-452-A on all bolt, nut, and washer assemblies. Test each combination of bolt production lot, nut lot, and washer lot as an assembly and assign an R-C lot number to each lot tested. Test two samples from each assigned R-C lot.

Furnish a manufacturer's certified test report (MCTR) or a distributor's certified test report (DCTR) for each R-C lot supplied. Include in the MCTR or DCTR:

- results of the R-C tests,
- R-C lot number,
- manufacturing location for assembly components,
- date and location of tests, and
- a statement that the materials represented by the test report are in accordance with the specifications.

2.2. **Bolt Assemblies**. Provide ASTM F3125 bolts, nuts, and washers meeting the type, grade, and finish requirements shown in Table 1, unless otherwise shown on the plans.

Use Grade A325 or Grade A490 Type 3 plain (uncoated) bolts for weathering steel as specified and Grade A325 Type 1 galvanized bolts for coated steel, unless otherwise shown on the plans.

Provide bolts long enough for the installed bolt end to be flush with or outside the face of the nut.

Ensure galvanized nuts are lubricated with a lubricant containing a dye of a color that contrasts with the color of the galvanizing. Order ASTM A563 nuts with supplemental requirement S2 if they will be galvanized.

Table 1
ASTM Type, Finish, and Grade for Structural Bolts, Nuts, and Washers

	ASTM Designation	Bolt Type	Bolt Finish	ASTM A563 Nut Grade and Finish	ASTM F436 Washer Type and Finish
Heavy-hex holts[1]	A325	1	Galvanized	DH[2], galvanized and lubricated	1; galvanized
	A325	3	Plain	C3 and DH3; plain and lubricated	3; plain
	A490	3	Plain	DH3; plain and lubricated	3; plain
Tension-control colts[1]	F1852	1	Galvanized	DH,[2] galvanized and lubricated	1; galvanized
	F1852	3	Plain	C3 and DH3; plain and lubricated	3; plain
	F2280	3	Plain	DH3; plain and lubricated	3; plain

1. ASTM F3125 high strength structural bolts
2. ASTM A194 heavy hex Grade 2H nuts may be substituted.

2.3. **Washer-Type Indicating Devices**. Use compressible-washer type direct-tension indicators that meet ASTM F959 if allowed. Alternative washer-type indicating devices must be approved. Provide detailed testing, installation, and inspection requirements prepared by the manufacturer.

2.4. **Storage**. Protect all bolts and nuts from dirt and moisture at the jobsite. Remove from protected storage only those bolts and nuts anticipated to be installed during a workday. Return unused fasteners to protected storage at the end of the day. Do not clean fasteners of lubricant present in the as-delivered condition. Perform a field R-C test at the Contractor's expense in accordance with Tex-452-A on any lot of fasteners that shows signs of rust, dirt, or loss of lubrication as directed. Apply additional lubrication and rerun the R-C test before installing bolts if the fasteners fail the R-C test. Replace any fasteners that cannot be re-lubricated to pass the field R-C test. Tension control bolts may be re-lubricated only by the manufacturer.

2.5. **Sampling and Testing**. Sample high-strength bolts, nuts, and washers in accordance with Tex-719-I, when directed. Perform field R-C tests as directed in accordance with Tex-452-A. Perform installation verification tests in accordance with Section 447.4.1., "Verification Testing."

2.6. **Fitup Bolts and Erection Pins**. Provide heavy-hex fitup bolts of the same diameter as the connection bolts. Do not use washer-type indicating devices for fitups. Do not reuse galvanized bolts or Grade A490 bolts that have been used as fitup bolts. Provide enough erection or drift pins, 1/32 in. larger than the bolt diameter.

2.7. **Paint Markers**. Provide white or yellow paint markers for marking bolts or nuts for wrench calibration, R-C tests, and bolt installation.

3. EQUIPMENT

3.1. **Testing Equipment**. Provide a calibrated tension-measuring device (Skidmore-Wilhelm or equivalent), calibrated torque wrench, and other accessories necessary to perform the installation verification test and the R-C test, and to calibrate hydraulic or electric torque wrenches.

3.2. **Wrenches**. Furnish either of the following types of wrenches.

3.2.1. **Air-Driven Impact Wrenches**. Furnish air-driven impact wrenches, air compressors, and related accessories of enough capacity to properly tension high-strength bolts. Impact wrenches should be of enough size and capacity to be able to tension fully a bolt in less than 15 sec. Repair or replace any wrenches that are unable to apply full tension to a bolt within this time.

3.2.2. **Calibrated Torque Wrenches**. Furnish calibrated hydraulic or electric torque wrench and related accessories capable of properly tensioning high-strength bolts. Calibrate the wrench to stall out or cut out completely when the bolt tension reaches 1.05 times the tension shown in Table 2. Calibrate the wrench by tensioning three bolts of each size in a calibrated tension-measuring device (Skidmore-Wilhelm or equivalent). Mark each bolt and verify the rotation from snug-tight when calibrating the wrench in accordance with Section 447.4.5.3.1., "Turn-of-the-Nut Method." Calibrate the wrench at least once each working day or as directed. Recalibrate the wrench for changes in bolt diameter; changes in bolt length greater than two bolt diameters; significant differences in the surface condition of the bolts, threads, nuts, or washers; or changes in the equipment or hose length.

4. CONSTRUCTION

4.1. **Verification Testing**. Have each member of the bolting crew that will perform the actual work complete an acceptable pre-installation verification test in the presence of the Engineer. Only crewmembers that have demonstrated proper workmanship by verification testing may perform production bolting work.

4.1.1. **Air-Driven Impact Wrench**. Perform an installation verification test on three complete fastener assemblies of each combination of diameter, length, grade, and lot to be installed before beginning bolting. Follow the bolt-tensioning procedures in accordance with Section 447.4.5.3., "Tension Bolts." Use a calibrated tension-measuring device (Skidmore-Wilhelm or equivalent) to verify and demonstrate that the method for

estimating the snug-tight condition and controlling the turns from snug-tight develops a tension greater than 1.05 times the tension shown in Table 2. The snug-tight condition is defined as the tightness that exists when the plies of the joint are in firm contact.

4.1.2. **Calibrated Torque Wrench**. Calibrate the wrench before beginning bolting in accordance with Section 447.3.2.2., "Calibrated Torque Wrenches." Use the bolting crew that will perform the actual work for the calibration and calibrate the wrench in the presence of the Engineer. Follow the bolt-tensioning procedures in accordance with Section 447.4.5.3., "Tension Bolts."

4.1.3. **Direct-Tension Indicator**. Use a calibrated tension-measuring device for compression-type indicators to verify the gap is not less than 0.015 in. or the job inspection gap specified by the manufacturer when tension in the bolt reaches 1.05 times the tension shown in Table 2.

Follow the manufacturer's instructions for pre-installation verification testing methods and frequency for alternative washer type indicating devices deemed acceptable.

4.2. **Workmanship**. The Engineer will disqualify any crewmembers not adhering to proper installation methods during production work. Disqualified crew may not perform further bolting work until they complete an additional pre-installation verification test suitable to the Engineer.

4.3. **General**. Ensure all material within the grip of the bolt is steel. Do not allow any compressible material such as gaskets or insulation within the grip. Ensure the slope of parts in contact with the bolt head or nut does not exceed 1:20 with respect to a plane normal to the bolt axis. Prepare all joint surfaces, including those in contact with the bolt heads, nuts, or washers, so that the surfaces are free of dirt, loose rust, loose mill scale, burrs, and other matter that would prevent solid seating of the parts.

Replace any bolts and nuts installed for shipping purposes unless the shop drawings specify the shop-installed bolts are to be fully tensioned in the shop. Do not tension bolts that have been installed snug-tight in the shop. Remove any bolts installed snug-tight in the shop and replace them with new bolts. Inspect and prepare the joint surfaces after removing shop-installed bolts that are not fully tensioned in the shop.

Provide a hardened washer for heavy-hex and tension-control bolts under either the nut or the bolt head, whichever is turned during tensioning. Install hardened washers under both the nut and bolt head of Grade A490 bolts when the outer plies being fastened have a yield strength less than 40 ksi.

Install an ASTM F436 washer for direct-tension indicators as follows:

- under the nut when the nut is turned and the direct-tension indicator is located under the bolt head,
- between the nut and the direct-tension indicator when the nut is turned and the direct-tension indicator is located under the nut,
- under the bolt head when the bolt head is turned and the direct-tension indicator is located under the nut, and
- between the bolt head and the direct-tension indicator when the bolt head is turned and the direct-tension indicator is located under the bolt head.

Tension all bolts to provide the minimum bolt tension values shown in Table 2.

Erect steel in accordance with Item 441, "Steel Structures." Do not tack-weld any parts to eliminate fitup bolts or to hold parts together while bolting.

Remove lubricant from bolt assemblies on painted structures after tensioning and before coating the connections.

Re-tighten the nuts or tack weld the nuts to the bolts when bolts are used to temporarily support welded diaphragms after completing the welding operations if the diaphragms are over vehicular or pedestrian traffic.

Table 2
Bolt Tension

Nominal Bolt Size, in.	Minimum Tension (kips)	
	Grade A325 Bolts	Grade A490 Bolts
1/2	12	15
5/8	19	24
3/4	28	35
7/8	39	49
1	51	64
1-1/8	64	80
1-1/4	81	102
1-3/8	97	121
1-1/2	118	148

4.4. **Preparation of Faying Surfaces**. Perform blast cleaning or painting of faying surfaces in accordance with Item 441. Provide an AMPP-SP 10 blast cleaning before shipment for weathering steel. Do not wire-brush weathering steel faying surfaces.

4.5. **Bolt Installation**. Use the following procedure for bolt installation of a complete connection.

4.5.1. **Fair-Up Holes**. Use a minimum number of erection or drift pins, as directed, in the holes to “fair-up” all holes.

4.5.2. **Install Bolts**. Install bolts in all remaining holes of the connection. Do not use excessive force, which could result in damage to the threads, to install the bolts. Increase the number of erection or drift pins as necessary to align the holes if force is required to install the bolts. Do not ream the holes unless approved. Ream the holes in accordance with Section 441.3.11.5., “Misfits,” if approved. Remove the erection or drift pins and install bolts in these holes. Bring the connection to a full snug-tight condition by snugging systematically from the most rigid part of the connection to the free edges. The snug-tight condition is defined as the tightness that exists when the plies of the joint are in firm, full contact and all of the bolts in the joint have been tightened enough to prevent the removal of the nuts without the use of a wrench. A snug-tight condition can usually be attained by a few impacts of an impact wrench or the full effort of a worker using an ordinary spud wrench, as demonstrated in the installation verification test. As necessary, re-snug previously snugged bolts that may have relaxed due to the subsequent snugging of adjacent bolts to ensure all bolts are simultaneously snug-tight and the connection plates are in full contact.

Fully tighten a minimum number of bolts as directed until the plies are in full contact if snugging does not bring the plies of the joint into full contact. Mark these bolts as fitup bolts. Use a non-galvanized Grade A325 bolt of the same diameter as a fitup bolt in connections requiring the use of galvanized Grade A325 bolts. Re-snug all remaining bolts.

Do not use washer-type indicating devices to bring the connection to a snug-tight condition. Rather, install heavy-hex bolt assemblies in enough holes (approximately 20%) to attain firm, full contact between plies. Remove the heavy-hex bolts and install the washer-type indicating device assemblies after firm contact is established by connections in surrounding bolt holes.

4.5.3. **Tension Bolts**. Loosen all fitup bolts after tensioning all the other bolts in the connection. Ungalvanized Grade A325 bolts used as fitup bolts may be reused in a connection using this type of bolt. Replace all galvanized bolts and Grade A490 bolts used as fitup bolts. Tension these remaining untensioned bolts in accordance with this Section. Ensure the element not turned by the wrench (bolt head or nut) does not rotate.

4.5.3.1. **Turn-of-the-Nut Method**. Match-mark the nuts and the protruding bolt ends after the bolts have been brought up to snug-tight condition and before final tensioning so that actual rotation can be determined. Tension all bolts in the connection to their final tension by the amount of rotation shown in Table 3. Start final tensioning at the center or most rigid part of the connection and progress toward the free edges.

4.5.3.2. **Calibrated Wrench Method**. Use a calibrated hydraulic torque wrench to tension all bolts to 1.05 times the tension shown in Table 2 after they have been brought to the snug-tight condition. Calibrate the wrench in accordance with Section 447.3.2.2., "Calibrated Torque Wrenches." Start tensioning at the most rigid part of the connection and proceed to the free edges. Return the wrench to re-tension previously tensioned bolts that may have relaxed due to the subsequent tensioning of adjacent bolts. Place marks on the socket at one-third points so the amount of rotation can be visually determined.

4.5.3.3. **Washer-Type Indicating Devices**.

4.5.3.3.1. **Compressible-Washer Type, Direct-Tension Indicators**. Ensure the direct-tension indicator arches are oriented away from the work and that they bear against the hardened bearing surface. Confirm the appropriate feeler gauge is accepted in at least half the spaces between protrusions before tensioning and refused entry in at least half the spaces between protrusions after tensioning.

4.5.3.3.2. **Alternative Washer Type Indicating Devices**. Follow the procedures prepared by the manufacturer and approved. Verify proper installation after tensioning.

4.5.4. **Bolt Reuse**. Do not reuse Grade A490 or galvanized Grade A325 bolts. Ungalvanized Grade A325 bolts may be reused once if the threads have not been damaged. Re-tensioning previously tensioned bolts loosened by the tensioning of adjacent bolts is not considered to be reuse.

Tension all bolts in a connection within 10 days of installation. Bolts not tensioned within 10 days of installation are subject to field R-C testing. Re-lubricate or replace any installed bolts that do not have enough lubrication as determined by the field R-C test.

Table 3
Nut Rotation from Snug-Tight Condition[1]

Bolt Length (underside of head to end of bolt)	Disposition of Outer Face of Bolted Parts		
	Both Faces Normal to Bolt Axis	One Face Normal to Bolt Axis and Other Face Sloped Less than 1:20 (beveled washer not used)	Both Faces Sloped Less than 1:20 from Bolt Axis (beveled washer not used)
Up to and including 4 bolt diameters	1/3 turn	1/2 turn	2/3 turn
Over 4 bolt diameters up to and including 8 diameters	1/2 turn	2/3 turn	5/6 turn
Over 8 bolt diameters up to and including 12 diameters[2]	2/3 turn	5/6 turn	1 turn

1. Nut rotation is relative regardless of the element (nut or bolt) being turned. The tolerance is –0°, +30° for bolts installed by 1/2 turn or less and –0°, +45° for bolts installed by 2/3 turn or more.
2. Determine the required rotation for bolt lengths greater than 12 diameters using the installation verification test in a simulated connection of solidly fitted steel.

5. MEASUREMENT AND PAYMENT

Installation and testing of bolts will not be paid for directly, but will be subsidiary to pertinent Items requiring the use of high-strength bolts.

When payment for the structure associated with the bolts is made under Item 442, "Metal for Structures," bolts, nuts, and washers will be paid for in accordance with Item 442.

Item 449
Anchor Bolts

1. DESCRIPTION

Fabricate and install anchor bolts to be embedded in or attached to concrete. Anchor bolts are also referred to as anchor rods.

2. MATERIALS

2.1. **Bolts and Nuts**. Provide bolts and nuts that meet the standards shown in Table 1.

Table 1
Bolt and Nut Standards

Specified Anchor Bolt Category	Bolt Standards	Nut Standards
Mild steel	ASTM A307 Grade A, F1554 Grade 36, or A36	ASTM A563
Medium-strength, mild steel	ASTM F1554 Grade 55 with supplementary requirement S1	ASTM A194 Grade 2 or A563 Grade D or better
High-strength steel	ASTM F3125 Grade A325 or ASTM A449[1]	ASTM A194 or ASTM A563, heavy hex
Alloy steel	ASTM A193 Grade B7 or ASTM F1554 Grade 105	ASTM A194 Grade 2H or ASTM A563 Grade DH, heavy hex

1. If headed bolts are specified, ASTM A449 bolts must be heavy hex head.

Provide a mill test report or manufacturer's certification indicating the material conforms to these requirements. For alloy steel anchor bolts, provide a test report or certification attesting to the heat-treating process if applicable. If no specific bolt category is shown on the plans, provide mild steel anchor bolts and nuts that meet the standards shown in Table 1.

2.2. **Washers**. Use washers that meet ASTM F436.

2.3. **Threads**. Provide anchor bolts with rolled or cut threads of UNC or 8UN series in accordance with ASME B1.1. Anchor bolts 1 in. in diameter and smaller and 1-3/4 in. in diameter and larger must have UNC series threads. If bolts have rolled threads, ensure the diameter of the unthreaded portion of bolts with rolled threads is at least the minimum pitch diameter and no greater than the maximum major diameter of the threads. If bolts have cut threads, ensure the diameter of the unthreaded portion is at least the minimum major diameter of the threads. Ensure all threads for bolts and nuts have Class 2 fit tolerances in accordance with ASME B1.1.

3. CONSTRUCTION

3.1. **Fabrication**. Welded splicing of anchor bolts is not permitted.

Provide an anchorage device with each anchor bolt consisting of a standard bolt head, a threaded bolt with nuts, or, if shown on the plans, a 90° bend. Make the inside-bend diameter approximately two times the anchor bolt diameter, but at no point along the bend greater than three times the bolt diameter. Hot bending is permissible provided the temperature does not exceed 1,100°F.

When embedded templates are not specified and nuts are welded to the end of anchor bolts for anchorage, weld only on the nut face at the unstressed end of the bolt. Ensure no welding, arc, or other potential notch-producing effects occur in the stressed portion of the bolt.

Shipping of the anchor bolt cage in its assembled condition is not required.

3.2. **Finish**. Hot dip galvanize in accordance with Item 445, "Galvanizing."

3.2.1. **Anchor Bolts Embedded in Concrete**. Galvanize the exposed end of the thread length plus a minimum of 6 in. unless otherwise shown on the plans.

3.2.2. **Anchor Bolts Extending Through Concrete**. Galvanize the complete length of the bolt.

3.2.3. **Nuts**. Galvanize exposed nuts. Galvanize the untapped blanks before cutting the threads.

3.2.4. **Washers**. Galvanize exposed washers.

3.3. **Installation**. Hold the anchor bolt and template assembly rigidly in position during concrete placement. Use wood templates or other positive means to ensure correct positioning of anchor bolts not requiring steel templates. Positioning devices may be tack welded to the steel templates but not to any portion of the anchor bolts.

3.3.1. **Anchor Bolt Thread Lubricant Coating**. Coat anchor bolt threads before installing nuts using an electrically conducting lubricant compound described in Section 449.3.3.2.1., "Definitions," for traffic signal poles, roadway illumination poles, high mast illumination poles, intelligent transportation system (ITS) poles, steel electrical service supports, and overhead sign support structures. Coat anchor bolt threads for other structures with pipe joint compound or beeswax. After installing nuts, repair galvanizing damage on bolts, nuts, and washers in accordance with Section 445.3.4., "Repairs."

3.3.2. **Anchor Bolt Tightening Procedure**. Tighten anchor bolts for traffic signal poles, shoe base and concrete traffic barrier base roadway illumination poles, high mast illumination poles, ITS poles, steel electrical service supports, and overhead sign support structures in accordance with this Section. This procedure covers the tightening of nuts on a double-nut anchor bolt system using anchor bolts with 55-ksi or 105-ksi minimum yield strength and UNC or 8UN thread series to secure structures to drilled shaft foundations.

3.3.2.1. **Definitions**. The following definitions apply to the anchor bolt tightening procedure.

- **Double-Nut Anchor Bolt System**. An anchor bolt with two nuts that sandwich the structure's base plate. The bottom nut is positioned under the base plate to level, support, and provide the reaction for the force applied by tightening the top nut positioned above the base plate.
- **Electrically Conducting Lubricant**. A compound commonly used in the electrical industry to coat threads of field-cut rigid metal conduit and suitable for exposure to weather.
- **Impact Tightening**. The tightening of nuts using a box-end "slug" or "knocker" wrench and a sledgehammer. The wrench, matching the size of the nut to be tightened, is driven with the sledgehammer to rotate the nut.
- **Static Tightening**. The tightening of nuts using a "spud" wrench and a pipe or extension handle. The wrench, matching the size of the nut to be tightened, may be turned using more than one worker to rotate the nut.
- **Snug-Tight**. The condition when the nut is in full contact with the base plate. It may be assumed the full effort of a worker on a 12-in. wrench results in a snug-tight condition.
- **Turn-of-the-Nut Method**. The tightening of top nuts to snug-tight condition, then establishing reference positions by marking one flat on each nut with a corresponding reference mark on the base plate at each bolt. Each nut is then turned to the prescribed rotation from the referenced snug-tight position.

3.3.2.2. **Anchor Bolt Tightening**. Perform the following procedure.

- Coat the threads of the anchor bolts with electrically conducting lubricant.
- Install the bottom nuts on the bolts, one on each bolt.

- Level the top template (using it as a guide) by adjusting the bottom nuts so the template rests on each nut and the distance between the top of the concrete shaft and the bottom surface of the bottom nut is approximately 1/2 in.
- Remove the template.
- Coat the bearing surfaces of the bottom nuts and washers with electrically conducting lubricant.
- Install bottom washers on bolts, one on each bolt.
- Erect and plumb the structure as specified. Adjust the bottom nuts so each is bearing equally on the washer or base plate. The truss for cantilever overhead sign support structures and the mast arm for traffic signal poles must be removed during anchor bolt tightening.
- With the plumbed structure supported by a crane, coat the bearing surfaces of the top nuts and washers with electrically conducting lubricant. Install one washer and one top nut on each bolt. Turn the top nuts onto the bolts so each is hand-tight against the washer or base plate.
- Turn each bottom nut to a snug-tight condition using a wrench.
- Verify the structure is still plumb and still supported by the crane. Begin turn-of-the-nut method by turning each top nut down to the same snug-tight condition. Prevent rotation of the bottom leveling nut during all top nut tightening. Establish reference marks for turn-of-the-nut method once snug-tight condition is achieved, and then tighten the top nuts by turning each nut 1/12 turn (1/2 of a nut flat) past snug-tight using either static or impact tightening. Turn each top nut an additional 1/12 turn until each nut has been tightened 1/6 total turn past snug-tight.

4. MEASUREMENT AND PAYMENT

Top or bottom templates, washers, lock washers, nuts, lock nuts, and other devices used for installing anchor bolts are considered part of the anchor bolt assembly. All work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Item 450
Railing

1. DESCRIPTION

Construct railing of concrete, steel, aluminum, or a combination of these materials, including necessary anchorage for the railing on bridges, culverts, walls, or other structures as shown on the plans.

2. MATERIALS

Use materials that conform to requirements of the following Items.

- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcement for Concrete”
- Item 441, “Steel Structures”
- Item 442, “Metal for Structures”
- Item 445, “Galvanizing”
- Item 540, “Metal Beam Guard Fence”

Provide an approved Type III, Class C epoxy or an epoxy of the type and class shown on the plans where epoxy anchors are allowed or required for installing drilled and epoxied rail anchorage reinforcement or rail anchor bolts in accordance with DMS-6100, “Epoxies and Adhesives.” Use other materials if shown on the plans. Provide only dual-cartridge epoxy systems mixed with a static mixing nozzle supplied by the epoxy adhesive manufacturer and dispensed using a tool supplied by the epoxy adhesive manufacturer. Do not use bulk epoxies. Drill and install anchorage reinforcement or anchor bolts to the embedment depth shown on the plans or the depth the manufacturer recommends, whichever is deeper. No additional payment will be made for providing embedment deeper than shown on the plans. Select an embedment depth capable of developing the yield strength of the steel anchor based on the product literature for the epoxy and steel anchor being used if no resistance or embedment depth is shown on the plans. Use 60 ksi as the yield strength for reinforcing steel.

3. CONSTRUCTION

Construct railing in compliance with details, alignment, and grade shown on the plans. Do not place railing until falsework or formwork, if any, for the span has been released unless otherwise directed. Adhere to the schedule restrictions for placing bridge rails and opening to construction traffic in accordance with Item 422, “Concrete Superstructures.” Notify the Engineer after completion of the following steps and obtain approval of work before proceeding to the next step: placing rail reinforcement and pre-pour clear cover checks.

Ensure expansion joints in the railing will function properly before placing concrete.

Furnish either steel or aluminum, but not both, for the entire Contract if the plans allow either steel or aluminum options for a particular railing type.

Install epoxy adhesive anchorages in conformance with the manufacturer’s instructions, including hole size, drilling equipment and method, hole cleaning equipment and method, mixing and dispensing epoxy, and anchor insertion. Do not alter the manufacturer’s mixing nozzle or dispenser. Anchorage bars or bolts must be clean and free of grease, oil, or any other foreign material. Demonstrate hole cleaning method to the Engineer for approval and continue the approved process for all anchorage locations. Do not weld to an anchor bar or anchor bolt that is anchored with epoxy adhesive. Do not expose rail to traffic until epoxy adhesive has obtained full cure in conformance with manufacturer’s specifications.

3.1. **Metal Railing**.

3.1.1. **General**. Furnish metal beam rail elements in accordance with Item 540.

Fabricate and erect metal railing in accordance with the pertinent provisions of Item 441 and this Item.

Prepare and submit for approval the required shop or erection drawings in accordance with Item 441 when shown on the plans. Show all splice locations and details on the shop or erection drawings. Splice members only as shown on the plans.

Field-weld when required in accordance with Item 448, "Structural Field Welding."

3.1.2. **Fabrication**. Fabrication plants that produce metal railing (steel and aluminum) must be approved in accordance with DMS-7395, "Metal Railing Fabrication Plant Qualification." This required approval does not include fabricators of chain link fence. The Department maintains an MPL of approved fabrication plants of metal railing.

Permanently mark each metal railing post base plate, at a visible location when erected, with the fabrication plant's insignia or trademark. For fabricated rail panels, provide this permanent mark on one post base plate per panel.

Fabricate metal railing and post panels in sections conforming to the details shown on the plans and field-verified lines and grades. Fabricate adjacent sections so they will accurately engage each other in the field. Match-mark each pair of sections so they can be erected in the same position in which they were fabricated.

Fabricate metal rail elements included as part of the railing system to the dimensions and cross-sections shown on the plans and within a tolerance of 1/4 in. per 10 ft. in the straightness of either edge. Connect metal rail elements to the rail posts as shown on the plans, lapping metal rail elements in the direction of traffic in the adjacent lane. Bolts and nuts for metal railing should meet requirements of ASTM A307 and be galvanized in accordance with Item 445, unless otherwise shown on the plans.

Fabricate stainless steel railing in accordance with AWS D1.3. Fabricate aluminum railing in accordance with AWS D1.2.

When required, heat aluminum materials to a temperature up to 400°F for no more than 30 min. to facilitate bending or straightening.

3.1.3. **Corrosion Protection**. Galvanize all portions of steel railing after fabrication in accordance with Item 445, unless otherwise shown on the plans. Apply appearance coat to galvanized surface in accordance with Item 445 when shown on the plans. Repair any damage to galvanized or painted surfaces after erection in accordance with Item 445 and Item 446, "Field Cleaning and Painting Steel," respectively.

Before final acceptance, clean surfaces of aluminum and galvanized steel railing not shown to be painted to remove extrusion marks, grease, dirt, and all other surface contaminants.

3.1.4. **Storage and Shipping**. Store railing materials above the ground on platforms, skids, or other supports, and keep them free of grease, dirt, and contact with dissimilar metals. Avoid scratching, marring, denting, discoloring, or otherwise damaging the railing. Properly ship railing materials in a manner to avoid damage.

3.2. **Concrete Railing**. Provide concrete portions of railing in accordance with the requirements of Item 420, "Concrete Substructures," and Item 422, "Concrete Superstructures." Construct forms so the railing line and grade can be checked after the concrete has been placed but before initial set. Do not disturb the form alignment during finish floating of the railing tops. Exercise particular care in other construction to avoid disturbing or vibrating the span with the newly placed railing.

Provide precast members conforming to Item 424, "Precast Concrete Structural Members (Fabrication)."

Slipform construction of railing is permitted unless otherwise shown on the plans. Demonstrate slipforming method showing line and grade of concrete surfaces can be consistently obtained and clear cover outside reinforcing steel be maintained at all times. Stop slipforming railing if specified concrete clear cover is not obtained or appearance of rail is off line and grade.

Do not slipform railing with cast-in-place anchor bolts unless noted otherwise.

Provide additional reinforcing as needed to prevent movement of the reinforcement cage. Clear cover and epoxy coating requirements for additional reinforcement are the same as those shown for the rail reinforcement. The rail reinforcing cage may be tack welded to the rail anchorage reinforcement provided the rail and anchorage reinforcement are not epoxy-coated and weld locations measured along the rail are no closer than 3 ft. Tie all bar intersections if epoxy-coated reinforcement is required for the railing proposed to be slipformed. Provide a wire line to maintain vertical and horizontal alignment of the slipform machine. Attach a grade line gauge or pointer to the machine so a continuous comparison can be made between the rail being placed and the established grade line. Rails or supports at the required grade are allowed instead of sensor controls. Make one or more passes with the slipform over the rail segment to ensure proper operation and maintenance of grades and clearances before placing concrete. Provide slipformed rail within a vertical and horizontal alignment tolerance of ±1/4 in. per 10 ft. Construct rail with a smooth and uniform appearance. Consolidate concrete so it is free of honeycomb. Provide concrete with a consistency that will maintain the shape of the rail without support. Minimize starting and stopping of the slipform operation by ensuring a continuous supply of concrete.

Do not exceed the manufacturer's recommended speed for the slipform machine. Stop slipforming and take remedial action if slipforming causes movement of the reinforcement such that plan clearances are not achieved. Remove and replace unsatisfactory slipformed rail at the Contractor's expense.

3.3. **Tests**. Metal beam rail elements may be sampled in accordance with Tex-713-I. The Engineer may sample bolts and nuts in accordance with Tex-708-I for galvanized coating testing.

The Engineer will select five anchor bars or bolts from the first day's production to be tested after the epoxy has cured. Test the bars or bolts in the presence of the Engineer in accordance with ASTM E1512, using a restrained test, to evaluate the epoxy adhesive's bond strength. Verify the anchor bars or bolts develop the required pullout resistance on the plans or 75% of the yield strength of the bars or bolts, whichever is less, without a bond failure of the epoxy. The Engineer may require additional tests during production. Perform corrective measures to provide adequate capacity if any of the tests do not meet the required test load. Repair damage from testing.

4. MEASUREMENT

This Item will be measured by the foot.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Railing" of the type specified. This price is full compensation for furnishing, preparing, and placing concrete, expansion joint material, reinforcing steel, structural steel, aluminum, cast steel, pipe, anchor bolts or bars, testing of epoxy anchors, and all other materials required in the finished railing; removal and disposal of salvageable materials; and hardware, paint and painting of metal railing, galvanizing, equipment, labor, tools, and incidentals.

Item 454
Bridge Expansion Joints

1. DESCRIPTION

Furnish and install bridge expansion joints.

2. MATERIALS

Provide materials in accordance with the requirements of the following Items.

- Item 442, “Metal for Structures”
- DMS-6140, “Polymer Concrete for Bridge Joint Systems”
- DMS-6310, “Joint Sealants and Fillers”
- ASTM D5973

Use primers recommended by the manufacturer of the sealant when required. Provide backer rods that are circular and are 25% larger than the joint opening. Use backer rods compatible with the sealant that do not react with or bond to the sealant.

3. CONSTRUCTION

Place expansion joints to conform to the finished grade of the roadway surface. Set the joint opening at the dimension shown on the plans for 70°F, adjusted for the temperature at the time of installation. Place the seal for the full length of the joint for sealed joint openings and, when required, extend it into the parapet wall on the low side or sides of the bridge.

3.1. **Sealed Expansion Joint (SEJ)**. Choose an approved joint system that conforms to the joint type and the design requirements shown on the plans. Secure each side of the joint by welding it to the adjacent reinforcing steel or other attachments as approved. Remove any connection holding the joint halves together immediately after each joint half is secured in place. Install the neoprene seal as a continuous piece to form a watertight seal.

3.2. **Armor Joint**. Place steel armor plates as shown on the plans. Secure each side of the joint by welding it to adjacent reinforcing steel or other attachments as approved. Remove any connection holding joint halves together immediately after each joint half is secured in place.

Seal the joint when specified. Abrasive blast clean the vertical faces of the steel plates where the sealant will be in contact to remove all visible rust, paint, mill scale, and other forms of contamination, leaving a white metal appearance. Clean the concrete in contact with the sealant by an approved method in conformance with the manufacturer’s specifications before placing sealant. After cleaning, air blast the joint to remove all dust. Place sealant in conformance with the manufacturer’s specifications and as shown on the plans. Repair damage to paint protection system above the seal when shown on the plans for steel armor plates to be painted.

3.3. **Header-Type Expansion Joint**. Meet with the manufacturer’s representative and the Engineer to discuss the required installation procedures of the materials before beginning the work. Perform the work in conformance with the manufacturer’s printed instructions and as discussed in the meeting. Additionally, the Engineer may request the presence of the manufacturer’s representative for additional training if work personnel are not adequately following manufacturer’s installation directions.

3.3.1. **Header**. Provide an approved polymer concrete in accordance with DMS-6140. Create the required void in the concrete surface or asphalt overlay to accept the header material as shown on the plans. Extend the depth of the void in the asphalt overlay to sound concrete. Remove any unsound steel or concrete and repair concrete in accordance with Item 429, "Concrete Structure Repair," and Item 785, "Bridge Joint Repair or Replacement." Use header material as repair material only when approved. Clean the voided region of all materials that could inhibit the bond between the header material and concrete or steel. Form the joint opening to the required width shown on the plans.

Place materials once approved. Place material on a clean, sound, and dry base when the ambient temperature is at least 45°F and rising or as required by the manufacturer. Do not place material on wet substrate or when raining.

Cure for the duration required by the manufacturer's data sheets before opening to traffic.

Tool or grind the upper corner of the header adjacent to the opening to a 1/4-in. radius.

3.3.2. **Sealant**. Provide an approved Class 1 or Class 7 joint sealant in accordance with DMS-6310, unless otherwise shown on the plans. Clean the joint opening of forming material, existing seal, and other material that will inhibit the bond between the header material and the sealant. Abrasive blast clean surfaces in contact with the sealant. Place an approved backer rod and the sealant as shown on the plans and in conformance with the manufacturer's specifications. Apply the primer, when required, at the specified rate and time interval before placing the sealant. Apply the sealant to dry joint surfaces unless otherwise recommended by the sealant manufacturer. Place primer and sealant when ambient temperature is rising and is between 55°F and 85°F to provide for adequate joint opening and compression of the sealant during curing. Tool any sealant material that is not self-leveling to force the sealant against the joint surfaces.

3.4. **Foam-Type Joint Seal**. Meet with the manufacturer's representative and the Engineer to discuss the required installation procedures for the materials before beginning the work. Perform the work in conformance with the manufacturer's printed instructions and as discussed in the meeting. Additionally, the Engineer may request the presence of the manufacturer's representative for additional training if work personnel are not adequately following the manufacturer's installation directions. Measure all joint openings and size the width of the seal in conformance with the manufacturer's specifications.

Provide one of the systems shown on the plans with materials meeting the following:

- ultraviolet stable polymer-impregnated foam body,
- rated for ±50% contraction or expansion of joint opening,
- adhered to expansion joint surfaces with epoxy adhesive,
- factory-attached traffic-grade silicone with minimum thickness of 0.07 in. on upper surface,
- compatible field-installed silicone caulk to attach silicone top to joint edges and for splicing,
- pre-compressed system for field installation, and
- a range of widths of joint seals to ensure the joint seal is in compression after installation is complete.

3.5. **Type "A" Joint**. Provide an approved Class 7 silicone joint sealant in accordance with DMS-6310, unless otherwise shown on the plans. Clean the joint opening of forming material, existing seal, and other material that will inhibit bond between the header material and the sealant. Abrasive blast clean surfaces in contact with the sealant. Place an approved backer rod, pre-formed bituminous fiber material, and sealant as shown on the plans and in conformance with the manufacturer's specifications. Apply the primer, when required, at the specified rate and time interval before applying the sealant. Apply the sealant to dry joint surfaces unless otherwise recommended by the sealant manufacturer. Place primer and sealant when ambient temperature is rising and is between 55°F and 85°F to provide for adequate joint opening and compression of the sealant during curing. Tool any sealant material that is not self-leveling to force the sealant against the joint surfaces.

4. MEASUREMENT

SEJs, armor joints, foam-type joint seals, and Type “A” joints will be measured by the foot. Header-type expansion joints will be measured by the cubic foot of header material and foot of sealant. Length measurement will be along the centerline of the joint at the surface of the roadway and up into the parapet. Calculate volume for header-type expansion joints using the length and width shown on the plans and the header depth measured in place.

SEJs, armor joints, foam-type joint seals, and Type “A” joints are a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., “Plans Quantity Measurement.” Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Sealed Expansion Joint” of the size (minimum total movement capacity) and designation specified, “Armor Joint,” “Armor Joint (With Seal),” “Foam Seal,” “Type A,” and “Header-Type Expansion Joint.” Sealing the joint will be subsidiary to these items with the exception of the header-type expansion joint. This price is full compensation for furnishing and installing the joint systems, including steel, and for materials, tools, equipment, labor, and incidentals.

For “Header-Type Expansion Joint,” header material will be paid for at the unit price bid for “Header-Type Expansion Joint,” and the sealant will be paid for at the unit price bid for “Joint Sealant.” This price is full compensation for furnishing and installing the joint systems and for materials, tools, equipment, labor, and incidentals.

Item 481
Pipe for Drains

1. DESCRIPTION

Furnish and install pipe for drains.

2. MATERIALS

Furnish polyvinyl chloride (PVC) pipe meeting the requirements of ASTM D1785, Schedule 40, and furnish PVC fittings meeting the requirements of ASTM D2466. PVC pipe and fittings meeting the requirements of ASTM D3034, Type SDR 35 may be used for installations encased in concrete or buried in soil.

Furnish a manufacturer's certification stating the material meets the appropriate ASTM specification.

Furnish pipe marked with:

- manufacturer's name or trademark and code;
- nominal size;
- PVC cell classification (example: 12454-B);
- schedule, size, or other legend (example: SDR-35 PVC Sewer Pipe); and
- specification designation (example: ASTM D1785).

Furnish fittings marked with:

- manufacturer's name or trademark;
- nominal size;
- material designation (example: PVC);
- schedule, size, or other legend (example: Schedule 40); and
- specification designation (example: ASTM D3034).

Furnish solvent meeting the requirements of ASTM D2564 for solvent-welding of fittings.

Provide other types of pipe and fittings as indicated.

Provide fittings, hangers, clamps, straps, anchors, and guard plates in accordance with the details shown on the plans.

3. CONSTRUCTION

Excavate and backfill for pipe installation in accordance with Item 400, "Excavation and Backfill for Structures." Install pipe as shown on the plans or as directed. Solvent-weld all fittings, including splice fittings, to provide a watertight fit. Do not splice straight sections of pipe at intervals shorter than 20 ft. unless at the end of a run or otherwise approved.

Degrease all exposed PVC pipe and fittings, and apply an acrylic water-based primer followed by a coating of the same color used for adjacent concrete surface unless otherwise shown on the plans.

Follow manufacturer's specifications for installation of other types of pipe (material other than PVC) when indicated.

4. MEASUREMENT

This Item will be measured by the foot along the centerline of the installed pipe of the nominal size shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pipe" of the sizes and types specified. This price is full compensation for furnishing and installing the pipe and for fittings, hangers, clamps, straps, anchors, guard plates, painting, equipment, labor, tools, and incidentals. Excavation and backfill will not be paid for directly but will be considered subsidiary to this Item.

Item 483
Concrete Bridge Deck Surfacing

1. DESCRIPTION

Surface concrete bridge deck as specified to provide prepared substrate for concrete overlay or to remediate a finished surface.

2. EQUIPMENT

Use equipment within the maximum allowed legal load or provide analysis showing equipment will not overstress the bridge. Use machines equipped with dust control measures and shielding to prevent flying debris from leaving the work area.

2.1. **Micro Milling**. Use concrete milling equipment capable of maintaining constant depth of cut as specified. Equip machine with automated debris collection system. Provide micro milling drum with tool spacing up to 1/4 in. Do not allow travel speed in feet per minute to exceed 2/3 of the drum revolutions per minute.

2.2. **Hydro-Demolition**. Use equipment consisting of ultra-high pressure water jets (>10,000 psi) capable of removing concrete to depth specified. Provide machine that can be calibrated to remove an incremental depth of uniform strength concrete.

2.3. **Shot Blasting**. Use self-propelled shot blasting equipment using steel abrasive being propelled at the concrete surface and equipped with a self-contained vacuum system to collect all removed debris.

2.4. **Diamond Grinding**. Use self-propelled diamond grinding equipment capable of removing concrete surface and producing corduroy-type texture. Provide machine equipped with dual longitudinal controls capable of operating on both sides automatically from any longitudinal grade reference and with cutting wheel containing 50–60 diamond blades per foot. Minimize dust escaping into environment by equipping machine with self-contained vacuum system to collect all debris removed.

2.5. **Saw Grooving**. Use sawing equipment capable of cutting grooves in completed bridge slabs and top slabs of direct traffic culverts. Provide grooves that are 1/8–3/16 in. deep, nominally 1/8 in. wide, and spaced at 1 in. Use sawing equipment capable of cutting grooves in hardened concrete to within 18 in. of the barrier rail or curb.

3. CONSTRUCTION

Protect bridge joints, drains, and other appurtenances from surfacing operations. Following surfacing, clean the surface to remove all cuttings and debris. Dispose of all cuttings and debris properly.

Use chipping tools and other smaller approved concrete surfacing equipment in small areas not accessible to the large surfacing equipment.

Approval to begin work is not an endorsement of proposed equipment. If equipment fails to meet specification requirements, replacing equipment may be required. No additional time or compensation to adjust or replace equipment will be granted.

Perform concrete bridge deck surfacing as specified in accordance with the following listed methods.

3.1. **Micro Milling**. Mill the existing deck to remove concrete to the depth specified. Provide a uniformly rough surface with a chipped appearance suitable for bonding a concrete overlay. Scarify at locations shown on the

plans or as directed to the depths shown on the plans. Measure the depth from the level of the existing surface to the high points on the scarified surface.

Ensure damage does not occur to the bridge slab reinforcing steel, armored joints, slab joints, drainage hardware, and other appurtenances. Stop milling operations if reinforcing steel is encountered. Proceed with further milling only when approved to do so.

Establish and maintain independent grade control for concrete scarifying operations when appropriate or required.

Use chipping tools to remove concrete in small areas not accessible to the mechanical scarifier.

3.2. **Hydro-Demolition**. Submit for approval a water disposal plan associated with the work. Follow all water disposal requirements in conformance with federal, state, and local law. Temporarily plug all bridge drains near the area of work to prevent runoff resulting from the work from being released. Protect surrounding property and traffic from water spray and material dislodged. Remove plugs after completion of the work.

Provide water for hydro-demolition that meets the requirements of Section 421.2.5., “Water,” Table 1.

Provide remotely operated vacuum unit to reclaim water, debris, and concrete cuttings. Collect water, debris, and concrete cuttings in a separate unit located off the bridge deck. All equipment on bridge deck must be in accordance with Sections 7.16.2., “Construction Equipment Operating on Structures,” and 7.16.3., “Loads on Structures.” Alternate reclamation equipment may be approved, provided a structural analysis, signed and sealed by a licensed professional engineer, is submitted that considers depth of removal and deterioration of structural elements.

Demonstrate hydro-demolition on test areas as specified to calibrate machine to obtain concrete removal depth and finish as specified and as approved. At minimum, calibrate machine to remove all unsound concrete and sound concrete to the specified depth.

Do not damage reinforcing steel. If more than one half of the diameter of the reinforcing bar is exposed and the bar is corroded around the circumference, adjacent concrete is rust stained, or the bar is debonded from the substrate concrete, chip away concrete or water blast to provide a minimum clearance of 3/4 in. or 1.5 times the largest size aggregate in the repair material. Stop and recalibrate machine when depth of removal or surface roughness is different from that approved.

Cold planing or milling operations before hydro-demolition will be subsidiary to hydro-demolition. At minimum, hydro-demolition will be no less than 3/4 in. unless otherwise shown on the plans.

3.3. **Shot Blasting**. Demonstrate shot blasting on test areas as specified to calibrate machine to obtain depth of surface removal required and to obtain finish as specified and as approved.

Do not alter grade or cross slope unless shown otherwise.

Maintain and adjust machine calibration to produce surfacing required.

3.4. **Diamond Grinding**. Demonstrate diamond grinding on specified area and obtain approval of finish produced.

Perform grinding in longitudinal direction. Grind surfaces on both sides of transverse joints to be flush (same elevation). Eliminate minor depressions by extra grinding as directed.

Produce a uniform surface with a longitudinal corduroy-type texture that eliminates joint and crack faults. Maintain transverse cross-slope to provide drainage across surface.

Repeat grinding until surface grade and cross-slope satisfy ride requirements. Minimum ride requirements are 1/4 in. in 10 ft. unless shown otherwise.

3.5. **Saw Grooving**. Cut grooves into concrete surface parallel to the structure centerline. Cut grooves across the slab to within 18 in. of the barrier rail, curb, or median divider. At skewed metal expansion joints in bridge slabs, adjust groove cutting by using narrow width cutting heads so all grooves end within 6 in. of the joint, measured perpendicular to the centerline of the metal joint. Leave no ungrooved surface wider than 6 in. adjacent to either side of the joint. Cut grooves continuously across construction joints or other joints in the concrete less than 1/2 in. wide. Apply the same procedure described above where barrier rails, curbs, or median dividers are not parallel to the structure centerline to maintain the 18-in. maximum dimension from the end of the grooves to the gutter line. Cut grooves continuously across formed concrete joints.

4. MEASUREMENT

This Item will be measured by the square yard of concrete bridge deck surfaced.

5. PAYMENT

The work performed and equipment furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Micro Milling Concrete Slab" to the depth required, "Hydro-Demolition" to the depth required, "Shot Blasting," "Diamond Grinding Slab," and "Saw Grooving." This price is full compensation for removing all material to the depths shown; preparing the surface; texturing the surface; saw grooving the surface; loading, hauling, unloading, and disposing of the cuttings; protection of drains, property, and traffic; disposal of water and runoff; and equipment, labor, tools, and incidentals.

Item 490
Timber Structures

1. DESCRIPTION

Construct timber structures and timber portions of structures.

2. MATERIALS

Supply materials as shown on plans.

2.1. **Timber.** Supply timber in accordance with Item 491, "Timber for Structures."

2.2. **Hardware.** Galvanize all hardware including nails, in accordance with Item 445, "Galvanizing." Hardware may be cast or malleable iron or cut from steel plate as specified. Use bolts, screws, pins, washers, nuts and spikes of the size and type specified.

3. CONSTRUCTION

Construct structures in accordance with the plans. Complete all cutting and boring of timber before treatment if practical. Ensure that all framing is true and exact. Drive nails and spikes to set the heads flush with the surface of the wood without making deep hammer marks in wood surfaces. Accurately cut all lumber and timber, and frame it so that the joints have even bearing over the entire contact surface. Use washers under bolt heads and nuts. Countersink hardware when smooth or flush surfaces are required. Remove all bolt stock projecting beyond 1/4 in. from the top of the nut.

3.1. **Storage and Handling of Timber:** Store timber in piles at the worksite. Stack timber at least 12 in. above the ground surface. Arrange timber to shed water and allow air circulation to prevent warping. Protect it from weather. Clear the ground of weeds and rubbish underneath and near material piles. Handle timber without dropping, breaking outer fibers, or bruising. Use slings or other approved equipment. Provide corner protectors when using metal bands to bundle members.

3.2. **Stringers:** Size stringers to uniform depth at bearings, and place in position so knots near edges will be in the top portions of the stringers. Lay stringers with the crown up if practical. Stringers may have butt joints or lapped joints. Stagger the joints when stringers are 2 panels in length. Fasten all stringers securely by bolts or nails as shown on plans.

3.3. **Bridging:** Frame cross-bridging or diaphragms or blocking between stringers and beams neatly and accurately, and securely toe-nail with at least 2 nails in each end.

3.4. **Decking:** Composite decking to be Trex Select, TimberTech Prime+ Collection, Fiberon Sanctuary or equal. Decking consists of grooved boards and non-grooved rim boards as shown on the Plans. Boards to be attached with hidden or concealed fasteners provided by the decking manufacturer. Boards to be installed in accordance the Manufacturer's installation instructions.

3.5. **Railings:** Stagger butt joints so adjacent rail joints do not occur on the same post. Bolt connections wherever possible.

3.6. **Holes for Bolts, Dowels, Rods, and Lag Screws:** Bore holes for round drift pins and dowels with a bit 1/16 in. less in diameter than the bolt or dowel. Bore holes for machine bolts the same diameter as the bolt. Bore holes for rods 1/16 in. greater than the diameter of the rod. Bore holes for lag screws with a bit no larger than

the root of the thread and 1/2 in. deeper than the penetration of the lag screws and equal to the diameter of the shank for the length of the shank.

3.7. **Field Treatment:** After cutting and drilling, treat cuts and drilled holes in treated piling or timbers and all abrasions as specified in Item 492 “Timber Preservative and Treatment.”

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid directly, but will be subsidiary to pertinent Items.

Item 491
Timber for Structures

1. DESCRIPTION

Furnish and place lumber and timber.

2. MATERIALS

Furnish materials in accordance with details shown on the plans. Treat all lumber and timber in accordance with Item 492, "Timber Preservative and Treatment," unless otherwise shown on the plans. All material must bear the grade mark of an approved American Lumber Standards Committee agency or the identification mark of a state-approved inspection agency. A grade mark or identification mark must be on the timber before treating.

2.1. **Finish:** Provide material for railings surfaced on 4 sides (S4S). Dress other timber as indicated on the plans.

2.2. **Timber and Lumber:** Species and grades are shown on the plans. Timber grade designations refer to standard designations of the Southern Pine Inspection Bureau Standard (SPIB) or the Western Wood Products Association (WWPA) grading rules.

2.3. **Sign Posts:** Use No. 1 Southern Pine, dried before treatment to 19% maximum moisture content. Do not use compression wood on any face. Compression wood is allowed if wholly enclosed in the piece, at least 6 annual rings from the surface, and not more than 1/4 in. wide in its maximum dimension.

3. EQUIPMENT

Use slings or other approved equipment for handling. Do not use equipment that may damage the surface of the wood.

4. CONSTRUCTION

Construct timber structures in accordance with requirements of Item 490, "Timber Structures."

5. MEASUREMENT

Timber will be measured by the 1,000 board feet (MBF), computed on nominal sizes and the shortest commercial lengths practical for use.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Treated Timber" or "Untreated Timber." This price is full compensation for materials, hardware, equipment, tools, labor, painting, preservative treatment, and incidentals.

Timber used for erection purposes that is not part of the permanent structure will not be paid for directly but will be subsidiary to this Item. Timber piling will be paid for under Item 406, "Timber Piling."

Item 492
Timber Preservative and Treatment

1. DESCRIPTION

Pressure treat poles, posts, timbers, and lumber with preservative.

2. MATERIALS

2.1. **Application:** Treating plants furnishing treated timber products must meet the requirements of AWPA Standard M3, Part A. All treaters except those of structural glued laminated timber must be on the TxDOT-approved MPL list. AWPA standards govern materials and methods of treatments including seasoning, preservatives, and inspection for treatment. Acceptable preservative treatments that meet AWPA Use Category to be UC4C are the following treatments:

2.1.1. ACQ (Alkaline Copper Quaternary)

2.1.2. CA-C (Copper Azole)

3. CONSTRUCTION

3.1. **Identification:** Each piece or bundle of treated timber products must have a legible brand mark or tag indicating the name of the treater, date of treatment or lot number, and the AWPA treatment specification symbol. Furnish a completed TxDOT "Certification of Compliance" Form 2148 with every shipment of treated timber products.

3.2. **Field Treatment:** When it is necessary to bore holes or to cut pressure-treated materials after treatment or when any treated surface is badly scarred, treat the hole, cut, or scarred surface per AWPA Standard M4.

3.2.1. The end grain of all timber shall be sealed with a wax emulsion sealant. Acceptable products are;

3.2.1.1. Original Anchorseal
3.2.1.2. Ipe Seal End Grain Sealant Wax Based
3.2.1.3. Osmo End Grain Sealing Wax
3.2.1.4. Or equal products

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid directly, but will be subsidiary to pertinent Items.

Item 496
Removing Structures

1. DESCRIPTION

Remove and either dispose of or salvage structures.

2. CONSTRUCTION

2.1. **Demolition Plans**. Follow the demolition sequence shown on the plans for bridge structures to be removed or submit a demolition plan if shown on the plans. Include in the required demolition plan the type and location of equipment to be used, the method and sequence of removal of the structural elements, and a narrative indicating the stability of the partially demolished structure is maintained throughout the demolition process. Have these plans signed and sealed by a licensed professional engineer when demolished structure intersects active roadways and as otherwise shown on the plans. Submit required demolition plans at least 14 days before starting work unless otherwise directed. Department approval of these plans is not required, but the Department reserves the right to request modifications to the plans when work could affect the safety of the traveling public and when around other transportation facilities to remain in place. Notify the Department 30 days before starting any bridge demolition work to allow for required notifications to other agencies.

2.2. **Removal**.

2.2.1. **Pipes**. Avoid damaging appurtenances determined by the Engineer to be salvageable.

2.2.2. **Concrete, Brick, or Stone Structures**. Portions of structures that will not interfere with the proposed construction may remain in place 2 ft. or more below the permanent ground line. Square off remaining structures and cut reinforcement flush with the surface of the concrete.

2.2.3. **Steel Structures**. Dismantle steel to be retained by the Department or re-erected by cold-cutting fastener heads and punching or drilling the remaining portion of the fastener, air-arc gouging welded connections, and flame-cutting beams along a straight line. The Engineer may approve other methods of cutting. Cut beams at the locations shown on the plans. Match-mark steel to be re-erected with paint in conformance with the erection drawings. Remove steel piles or cut off 2 ft. or more below the permanent ground line.

2.2.4. **Timber Structures**. Remove all fasteners from timber determined by the Engineer to be salvageable. Remove timber piles or cut off 2 ft. or more below the permanent ground line.

2.3. **Salvage**. Avoid damage to materials shown on the plans to be salvaged. Deliver materials to be retained by the Department to the location shown on the plans. Block up salvaged steel materials off the ground.

2.4. **Disposal**. Material removed that is not deemed to be salvageable is the property of the Contractor. Dispose of removed material off the right of way in conformance with federal, state, and local regulations.

2.5. **Backfill**. Backfill excavation and voids to the original ground line if resulting from the removal of structures. Place backfill that will support any portion of the roadbed or embankment to the same requirements for placing embankment. Backfill other areas in 10-in. layers, loose measurement, and compact to the density of adjacent undisturbed material.

3. MEASUREMENT

This Item will be measured by each structure or by the foot.

4. PAYMENT

The work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Removing Structures” of the type of structure specified. This price is full compensation for demolition plan preparation, loading, hauling, disposal, stockpiling, removal of appurtenances, excavation and backfill, equipment, labor, tools, and incidentals.

Item 500
Mobilization

1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hr. per day, 7 days per week, unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Material on hand will not be considered as a construction item earned when calculating mobilization payment. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows.

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance.
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, after final quantities have been determined, and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 mo. after final acceptance.

For Contracts with callout or emergency work, “Mobilization” will be paid as follows.

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance.
- Mobilization for callout work will be paid for each callout work request.
- Mobilization for emergency work will be paid for each emergency work request.

Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost,"
- Item 432, "Riprap," and
- Item 556, "Pipe Underdrains."

2.1. **Rock Filter Dams**.

2.1.1. **Aggregate**. Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire**. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material**. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 14 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12.5 gauge (SWG) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities**. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference

for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and submit a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training. Provide the most current list at the preconstruction conference or before SWP3 or soil disturbing activities. Update the list as needed and provide the updated list when updated.

3.2. **Contractor Superintendent Qualifications and Responsibilities**. Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.

3.3. **Training**. All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures, storm water control measures, and seeding activities must complete training as prescribed by the Department.

4. CONSTRUCTION

4.1. **Contractor Responsibilities**. Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation**. The CRPE, or alternate CRPE, must be accessible by phone and able to respond to project-related storm water management or other environmental emergencies 24 hr. per day.

4.2.1. **Commencement**. Implement the SWP3 as shown and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.

4.2.2. **Phasing**. Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General**.

4.3.1. **Temporary Alterations or Control Measure Removal**. Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization**. Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with the TPDES General Permit TXR150000.

4.3.3. **Finished Work**. Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4.3.4. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

4.4. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

4.4.1. **Rock Filter Dams for Erosion Control**. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

4.4.1.1. **Type 1 (Non-Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.2. **Type 2 (Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.3. **Type 3 (Reinforced)**.

- **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

4.4.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

4.4.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, “Riprap,” when designated on the plans.

4.4.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4.4.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

4.4.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

4.4.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

4.4.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

4.4.4.2. **Short-Term**.

4.4.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

4.4.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

4.4.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

4.4.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

4.4.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

4.4.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

4.4.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

4.4.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

4.4.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

4.4.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

4.4.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

4.4.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

4.4.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn

vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

4.4.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

4.4.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4.5. **Monitoring and Documentation**. Monitor the control measures on a daily basis as long as there are BMPs in place and/or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as directed.

5. MEASUREMENT

5.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

5.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

5.1.2.1. **Installation**. Measurement will be made in final position.

5.1.2.2. **Removal**. Measurement will be made at the point of removal.

5.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

5.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

5.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

5.5.2. **Volume Measurement**.

5.5.2.1. **In Place**.

5.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

5.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

5.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

5.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;

- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking which is subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

6.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

6.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.5. **Earthwork for Erosion and Sediment Control**.

6.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

6.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

6.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

6.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Item 529

Concrete Curb, Gutter, and Combined Curb and Gutter

1. DESCRIPTION

Construct hydraulic cement concrete curb, gutter, and combined curb and gutter.

2. MATERIALS

Furnish materials conforming to:

- Item 360, "Concrete Pavement"
- Item 420, "Concrete Substructures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"

Use Class A concrete or material specified on the plans. Use Grade 8 coarse aggregate for extruded Class A concrete. Use other grades if approved.

When approved, use fibers meeting the requirements of DMS-4550, "Fibers for Concrete," to replace reinforcing steel in Class A concrete. Dose fibers in accordance with the Department's MPL of pre-qualified fibers for concrete.

3. CONSTRUCTION

Provide finished work with a well-compacted mass and a surface free from voids and honeycomb, in the required shape, line, and grade. Round exposed edges with an edging tool of the radius shown on the plans. Mix, place, and cure concrete in accordance with Item 420, "Concrete Substructures." Construct joints at locations shown on the plans. Cure for at least 72 hr.

Furnish and place reinforcing steel in accordance with Item 440, "Reinforcement for Concrete."

Set and maintain a guideline that conforms to alignment data shown on the plans, with an outline that conforms to the details shown on the plans. Ensure that changes in curb grade and alignment do not exceed 1/4 in. between any 2 contacts on a 10-ft. straightedge.

3.1. **Conventionally Formed Concrete**. Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement.

Pour concrete into forms, and strike off with a template 1/4 to 3/8 in. less than the dimensions of the finished curb unless otherwise approved. After initial set, plaster surface with mortar consisting of 1 part hydraulic cement and 2 parts fine aggregate. Brush exposed surfaces to a uniform texture.

Place curbs, gutters, and combined curb and gutters in 50-ft. maximum sections unless otherwise approved.

3.2. **Extruded or Slipformed Concrete**. Hand-tamp and sprinkle subgrade or foundation material before concrete placement. Provide clean surfaces for concrete placement. Coat cleaned surfaces, if required, with approved adhesive or coating at the rate of application shown on the plans or as directed. Place concrete with approved self-propelled equipment.

The forming tube of the extrusion machine or the form of the slipform machine must be easily adjustable vertically during the forward motion of the machine to provide variable heights necessary to conform to the established gradeline.

Attach a pointer or gauge to the machine so that a continual comparison can be made between the extruded or slipform work and the grade guideline. Other methods may be used when approved.

Finish surfaces immediately after extrusion or slipforming.

4. MEASUREMENT

This Item will be measured by the foot.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Curb," "Concrete Curb (Mono)," or "Concrete Curb and Gutter" of the type specified. This price is full compensation for surface preparation of curb foundation, equipment, labor, materials, tools, and incidentals.

Item 530
Intersections, Driveways, and Turnouts

1. DESCRIPTION

Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts.

Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.

Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders.

Turnouts include but are not limited to mailbox and litter barrel widenings.

2. MATERIALS

Furnish materials that meet the following:

- Item 247, “Flexible Base”
- Item 260, “Lime Treatment (Road-Mixed)”
- Item 263, “Lime Treatment (Plant-Mixed)”
- Item 275, “Cement Treatment (Road-Mixed)”
- Item 276, “Cement Treatment (Plant-Mixed)”
- Item 292, “Asphalt Treatment (Plant-Mixed)”
- Item 316, “Seal Coat”
- Item 330, “Limestone Rock Asphalt Pavement”
- Item 334, “Hot-Mix Cold-Laid Asphalt Concrete Pavement”
- Item 340, “Dense-Graded Hot-Mix Asphalt (Small Quantity)”
- Item 360, “Concrete Pavement”
- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcement for Concrete”

3. CONSTRUCTION

Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown on the plans for intersections.

4. MEASUREMENT

This Item will be measured by the square yard of the final pavement surface.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified.

This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid items.

Item 531
Sidewalks

1. DESCRIPTION

Construct hydraulic cement concrete sidewalks.

2. MATERIALS

Furnish materials conforming to the following:

- Item 360, “Concrete Pavement”
- Item 420, “Concrete Substructures”
- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcement for Concrete”

Use Class A concrete unless otherwise shown on the plans. Use Grade 8 course aggregate for extruded Class A concrete. Use other grades if approved.

3. CONSTRUCTION

Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement. Hand-tamp and sprinkle foundation when placement is directly on subgrade or foundation materials. Remove and dispose of existing concrete in accordance with Item 104, “Removing Concrete.” Provide a clean surface for concrete placement directly on the surface material or pavement.

Mix and place concrete in accordance with the pertinent Items. Hand-finishing is allowed for any method of construction. Finish exposed surfaces to a uniform transverse broom finish surface. Curb ramps must include a detectable warning surface and conform to details shown on the plans. Install joints as shown on the plans. Ensure that abrupt changes in sidewalk elevation do not exceed 1/4 in., sidewalk cross slope does not exceed 2%, curb ramp grade does not exceed 8.3%, and flares adjacent to the ramp do not exceed 10% slope. Ensure that the sidewalk depth and reinforcement are not less than the driveway cross-sectional details shown on the plans where a sidewalk crosses a concrete driveway.

Provide finished work with a well-compacted mass, a surface free from voids and honeycomb, and the required true-to-line shape and grade. Cure for at least 72 hr. in accordance with Item 420, “Concrete Substructures.”

3.1. **Conventionally Formed Concrete**. Provide pre-molded or board expansion joints of the thickness shown on the plans for sidewalk section lengths greater than 8 ft. but less than 40 ft., unless otherwise directed. Terminate workday production at an expansion joint.

3.2. **Extruded or Slipformed Concrete**. Provide any additional surface finishing immediately after extrusion or slipforming as required on the plans. Construct joints at locations as shown on the plans or as directed.

4. MEASUREMENT

Sidewalks will be measured by the square yard of surface area. Curb ramps will be measured by the square yard of surface area or by each. A curb ramp consists of the ramp, landing, adjacent flares or side curb, and detectable warning surface as shown on the plans.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Sidewalks" of the depth specified and "Curb Ramps" of the type specified. This price is full compensation for surface preparation of sidewalk foundation; materials; removal and disposal of existing concrete; excavation, hauling and disposal of excavated material; drilling and doweling into existing concrete curb, sidewalk, and pavement; repair of adjacent street or pavement structure damaged by these operations; and equipment, labor, materials, tools, and incidentals.

Sidewalks that cross and connect to concrete driveways or turnouts will be measured and paid for in accordance with Item 530, "Intersections, Driveways, and Turnouts."

Item 542
Removing Metal Beam Guard Fence

1. DESCRIPTION

Remove existing metal beam guard fence and store at locations shown on the plans or as directed.

2. CONSTRUCTION

Remove rail elements in original lengths. Remove fittings from the posts and the metal rail and then pull the posts. Do not mar or damage salvageable materials during removal.

Completely remove posts and any concrete or grout backfill surrounding the posts. Furnish backfill material and backfill the hole with material equal in composition and density to the surrounding soil unless otherwise directed.

Cut off or bend down deadman eyebolts to an elevation at least 1 ft. below the new subgrade elevation and leave in place along with the deadman.

Neatly stack salvaged materials to be retained by the Department at designated sites shown on the plans. Properly dispose of unsalvageable materials in conformance with federal, state, and local regulations. Repair or replace Contractor-damaged salvageable material at the Contractor's expense.

3. MEASUREMENT

This Item will be measured by the foot for "Remove Metal Beam Guard Fence" in its original position. Measurement will be made along the face of the rail, in place, including metal beam guard fence transitions, from center-to-center of end posts and from terminal points shown on the plans.

When "Remove Terminal Anchor Section" is specified as a separate bid item, measurement will be made for each removed section. A terminal anchor section consists of one post, one 25-ft. rail element, and associated hardware.

When "Remove Downstream Anchor Terminal" is specified as a separate bid item, measurement will be made for each removed section. Downstream anchor terminal consists of two posts, one section, and associated hardware.

4. PAYMENT

The work performed and measured as provided under "Measurement" will be paid for at the unit price bid for "Remove Metal Beam Guard Fence," "Remove Terminal Anchor Section," and "Remove Downstream Anchor Terminal." This price is full compensation for removing materials; loading, hauling, unloading, and storing or disposal; furnishing backfill material; backfilling postholes; and equipment, labor, tools, and incidentals.

Removal of mow strips or riprap will be paid for separately under the pertinent Items.

Removal of curb associated with the metal beam guard fence transitions will not be paid for directly, but will be subsidiary to this Item.

Item 610
Roadway Illumination Assemblies

1. DESCRIPTION

1.1. **Installation**. Furnish, fabricate, and install roadway illumination assemblies.

1.2. **Relocation**. Remove and relocate existing roadway illumination assemblies.

1.3. **Removal**. Remove existing roadway illumination assemblies.

1.4. **Replace Luminaires (Light Fixtures)**. Remove and replace existing luminaires.

2. MATERIALS

Provide new materials as shown on the plans and in accordance with this Item and the following Items.

- Item 416, "Drilled Shaft Foundations"
- Item 421, "Hydraulic Cement Concrete"
- Item 441, "Steel Structures"
- Item 442, "Metal for Structures"
- Item 445, "Galvanizing"
- Item 449, "Anchor Bolts"
- Item 616, "Performance Testing of Lighting Systems"
- Item 618, "Conduit"
- Item 620, "Electrical Conductors"

Fabrication plants that produce roadway illumination poles, including luminaire arms, must be approved in accordance with DMS-7380, "Steel Non-Bridge Member Fabrication Plant Qualification." This includes fabricators of aluminum roadway illumination poles and luminaire arms. The Materials and Tests Division maintains a list of approved fabrication plants of roadway illumination poles.

Furnish light fixtures from new materials that are in accordance with DMS-11010, "Roadway Illumination Light Fixtures."

Provide prequalified light fixtures from the Department's MPL. When required by the Engineer, notify the Department in writing of selected materials from the MPL intended for use on each project.

Do not provide shop drawings for complete assemblies that are fabricated in accordance with this Item and the details shown on the plans. Electronically submit shop drawings in accordance with Item 441 for optional multi-sided steel pole designs; optional aluminum pole designs; and non-standard designs, required when basic wind speeds or pole base mounting heights at the installation locations exceed those shown in the Roadway Illumination Pole (RIP) standard. Manufacturers may request that the Department add their submitted shop drawings and design calculations to a pre-approved list of optional and non-standard pole designs, maintained by the Traffic Safety Division.

Hot-dip galvanize fabricated pole sections and associated parts in accordance with Item 445. Provide punched, drilled, or mechanically guided thermal-cut holes in steel parts or members, when allowed, before galvanizing. Mechanically guided thermal-cut hole quality will be in accordance with Item 445.

When shown on the plans, paint galvanized poles in accordance with Item 445.

3. CONSTRUCTION

Perform work as shown on the plans and in accordance with this Item. Permanently mark roadway illumination pole base plates, at a visible location when erected, with the fabrication plant's insignia or trademark.

Use established industry and utility safety practices when installing, relocating, or removing poles or luminaires located near overhead or underground utilities. Consult with the appropriate utility company before beginning work.

Prevent scarring or marring of the poles, luminaire arms, and luminaires. Replace damaged components. Repair damaged galvanizing in accordance with Section 445.3.4., "Repairs." Repair damaged painted areas of a roadway illumination assembly in accordance with Item 441 or Item 445.

Stake, install, and align each roadway illumination assembly as shown on the plans.

The Engineer may shift an assembly's location, if necessary, to secure a more desirable location or avoid conflict with utilities.

Construct foundations for roadway illumination assemblies in accordance with Item 416 and as shown on the plans.

3.1. **Installation**. Furnish and install roadway illumination assembly components as shown on the plans. Do not use screw-in type foundations. Install anchor bolts and coat anchor bolt threads in accordance with Item 449. Erect structures after foundation concrete has attained its design strength as shown on the plans and in accordance with Item 421. Tighten anchor bolts for poles with shoe bases and concrete traffic barrier base poles in accordance with Item 449. Do not place grout between base plate and foundation. Test installed roadway illumination assemblies in accordance with Item 616.

3.2. **Relocation**. Relocate roadway illumination assembly components as shown on the plans. Do not use screw-in type foundations. Install existing structures on new foundations in accordance with Section 610.3.1., "Installation." Do not place grout between base plate and foundation. Test installed roadway illumination assemblies in accordance with Item 616.

Disconnect and remove conductors from abandoned circuits. Remove abandoned conduit or ducts to a point 6 in. below final grade. Reconnect conduit and ducts to be reused. Replace damaged conduit and ducts. Replace conductors.

Unless otherwise shown on the plans, remove abandoned concrete foundations and replace surfacing in accordance with Section 610.3.3., "Removal." Do not remove existing concrete bridge lighting brackets.

Furnish and install new internal conductors, fused and unfused connectors, and lamps if present. Clean optical assembly. Furnish and install new transformer bases that meet AASHTO and plan requirements when relocating transformer base poles. Destroy existing transformer bases to prevent reuse.

Accept ownership and dispose of unsalvageable materials in conformance with federal, state, and local regulations.

3.3. **Removal**. Remove roadway illumination assembly components in conformance with established industry and utility safety practices.

Remove transformer bases from transformer base poles. Destroy removed transformer bases to prevent reuse. Remove luminaires and luminaire arms from the pole shaft. Stockpile pole shafts, luminaire arms, and assembly hardware at a location designated by the Department. Pole shafts, luminaire arms, and assembly hardware will remain Department property unless otherwise shown on the plans or directed.

Disconnect and remove conductors from abandoned circuits. Remove abandoned conduit and ducts to a point 6 in. below final grade.

Unless otherwise shown on the plans, remove abandoned concrete foundations, including steel, to a point 2 ft. below final grade. Backfill the hole with material that is equal in composition and density to the surrounding area. Replace surfacing material with similar material to an equivalent condition. Do not remove existing concrete bridge lighting brackets.

Accept ownership and dispose of unsalvageable materials in conformance with federal, state, and local regulations.

3.4. **Replace Luminaires**. Remove existing luminaires. Furnish and install luminaires as shown on the plans. Replace conductors and breakaway fuse holders when necessary. Test installed luminaires in accordance with Item 616.

4. MEASUREMENT

This Item will be measured as each roadway illumination assembly installed, relocated, or removed, or by each luminaire replaced.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Install Roadway Illumination Assemblies" of the types specified, "Relocate Roadway Illumination Assemblies" of the types specified, "Remove Roadway Illumination Assemblies" of the types specified, or "Replace Luminaires" of the types specified. The Department will pay for electrical energy consumed by the lighting system.

New drilled shaft foundations will be paid for under Item 416. New concrete riprap placed around foundations will be paid for under Item 432, "Riprap." New conduit will be paid for under Item 618. New conductors, except the conductors internal to the pole, will be paid for under Item 620. New duct cable will be paid for under Special Specification, "Duct Cable." New ground boxes will be paid for under Item 624, "Ground Boxes." New electrical services will be paid for under Item 628, "Electrical Services."

5.1. **Installation**. This price is full compensation for furnishing, installing, and testing luminaires; furnishing and installing lamps, luminaire arms, brackets, poles, anchor bolt assemblies, templates, internal conductors, and connections; conducting system performance testing; and materials, equipment, labor, tools, and incidentals.

5.2. **Relocation**. This price is full compensation for salvaging and relocating the existing conduit and duct; removing existing foundations, backfilling, and surface placement; removing, erecting, connecting, and testing illumination assemblies; removing existing conductors; furnishing and installing new anchor bolt assemblies, templates, transformer bases, lamps, connections, and conductors; replacing damaged components; disposing of unsalvageable materials; and materials, equipment, labor, tools, and incidentals.

5.3. **Removal**. This price is full compensation for removing, salvaging, disassembling, and stockpiling illumination assemblies; salvaging and relocating existing conduit; removing existing foundations; backfilling and surface placement; splicing existing conductors; disposing of unsalvageable materials; and materials, equipment, labor, tools, and incidentals.

5.4. **Replace Luminaires**. This price is full compensation for removing, salvaging, disassembling, and stockpiling existing luminaires; furnishing and installing new luminaires, connections, and conductors internal to the pole; replacing damaged components; disposing of unsalvageable materials; and materials, equipment, labor, tools, and incidentals.

Item 616
Performance Testing of Lighting Systems

1. DESCRIPTION

Test the performance of roadway and high mast lighting systems.

2. CONSTRUCTION

Perform tests on the lighting system and tests required by Item 618, “Conduit”; Item 620, “Electrical Conductors”; and Special Specification, “Duct Cable.” Ensure all components are properly installed.

Place the lighting system in operation for a 14-day test period. Burn the lighting system steadily for 48 hr., then cycle the photocell or other control device for 12 days.

Pass a 14-day performance test of the lighting system.

Replace materials that are damaged or have failed before acceptance. Damaged illumination assemblies, except those damaged by the Contractor, and minor failures of lamps, ballasts, and photocells are not cause for modifying or restarting the performance test.

Replace failed or damaged existing lighting system components when caused by the Contractor.

The Department will relieve the Contractor of maintenance responsibilities upon passing a 14-day performance test of the lighting system.

3. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to pertinent Items. The Department will pay for electrical energy consumed by the lighting system.

Item 618
Conduit

1. DESCRIPTION

Furnish and install conduit; prepare existing conduit.

2. MATERIALS

Provide new materials that comply with the details shown on the plans, the requirements of this Item, and the pertinent requirements of the following Items.

- Item 400, “Excavation and Backfill for Structures”
- Item 476, “Jacking, Boring, or Tunneling Pipe or Box”

When specified on the plans, provide:

- rigid metal conduit (RMC),
- polyvinyl chloride (PVC) conduit,
- high density polyethylene (HDPE) conduit,
- liquid-tight flexible metal conduit (LFMC), or
- liquid-tight flexible nonmetallic conduit (LFNC).

Furnish conduit from new materials in accordance with DMS-11030, “Conduit.”

Provide prequalified conduit from the Department’s MPL. When required by the Engineer, notify the Department in writing of selected materials from the MPL intended for use on each project.

Provide other types of conduit not on the MPL that comply with the details shown on the plans and the NEC. Fabricate fittings such as junction boxes and expansion joints from a material like the connecting conduit, unless otherwise shown on the plans. Use watertight fittings. Do not use set screw fittings. Steel compression fittings are permissible. When using HDPE conduit, provide fittings that are UL-listed as electrical conduit connectors, or connect conduit by thermal fusing with an electrically heated welding method.

Use red 3-in. 4-mil polyethylene underground warning tape that continuously states, “Caution Buried Electrical Line Below.”

3. CONSTRUCTION

Perform work as shown on the plans and in accordance with this Item.

Use established industry and utility safety practices when installing conduit located near underground utilities. Consult with the appropriate utility company before beginning work.

3.1. **Installation of Conduit**. Install conduit at least 18 in. deep below finished grade to top of conduit unless otherwise shown on the plans. Meet the requirements of the NEC when installing conduit. Secure and support conduit placed for concrete encasement such that the alignment will not be disturbed during placement of the concrete. Cap ends of conduit and close box openings before concrete is placed.

Ream conduit to remove burrs and sharp edges. Use a standard conduit cutting die with a 3/4-in. taper per foot when conduit is threaded in the field. Galvanize or paint threads in accordance with Item 445,

"Galvanizing." Fasten conduit placed on structures with conduit straps or hangers as shown on the plans or as directed. Fasten conduit within 3 ft. of each box or fitting and at other locations shown on the plans or as directed. Use two-hole type clamps for 2-in. diameter or larger conduit.

Fit PVC and HDPE conduit terminations with bushings or bell ends. Fit metal conduit terminations with a grounding type bushing, except conduit used for duct cable casing that does not terminate in a ground box and is not exposed at any point. Conduit terminating in threaded bossed fittings does not need a bushing. Before installation of conductors or final acceptance, pull a properly sized mandrel or piston through the conduit to ensure that it is free of obstruction. Cap or plug empty conduit placed for future use.

Perform trench excavation and backfilling as shown on the plans or as directed, and in accordance with Item 400. Excavation and backfilling will be subsidiary to the installation of the conduit.

Jack and bore as shown on the plans or as directed, and in accordance with Item 476.

Place warning tape approximately 10 in. above trenched conduit. Where existing surfacing is removed for placing conduit, repair by backfilling with material equal in composition and density to the surrounding areas and by replacing any removed surfacing, such as asphalt pavement or concrete riprap, with like material to equivalent condition. Mark conduit locations as directed.

3.2. **Preparation of Conduit**. Pull a mandrel through empty conduits. Use a mandrel with a diameter greater than 70% of the inside diameter of the conduit and 2-in. length. Repair or replace conduit runs that will not allow passage of the mandrel. Replace conduit deemed impractical to repair or that remains unsuitable in accordance with Item 618, "Conduit." Clean the conduit by pulling a rubber swab slightly larger in diameter than the conduit.

Blow compressed air through conduits that contain wires. Remove debris from the conduit by pushing a fish tape through the conduit. Do not use water to clear debris. Retest the conduit by blowing compressed air.

Install one pull cord in each conduit for use in installing the conductors, cables, or innerduct.

4. MEASUREMENT

This Item will be measured by the foot of conduit installed, or by the foot of conduit cleared, tested, replaced, and repaired.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

5.1. **Installation of Conduit**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Conduit" of the type and size specified and the installation method specified as applicable, or for "Conduit (Prepare)." This price is full compensation for furnishing and installing conduit; cleaning and testing conduit; hanging, strapping, jacking, boring, tunneling, trenching, and furnishing and placing backfill; encasing in steel or concrete; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit (when required); furnishing and installing fittings, junction boxes, and expansion joints; and materials, equipment, labor, tools, and incidentals.

Flexible conduit will not be paid for directly, but will be subsidiary to pertinent Items. Unless otherwise shown on the plans, no payment will be allowed under this Item for conduit used on electrical services or in foundations.

Repair of existing conduit will be paid for by the Department in accordance with Article 9.7., “Payment for Extra Work and Force Account Method.”

Item 620
Electrical Conductors

1. DESCRIPTION

Furnish and install electrical conductors, except conductors specifically covered by other Items.

2. MATERIALS

Provide new materials that comply with the details shown on the plans and the requirements of this Item. Use stranded insulated conductors that are rated for 600V, approved for wet locations, and marked in conformance with UL, NEC, and Canadian Standards Association (CSA) requirements. Furnish electrical conductors in accordance with DMS-11040, "Electrical Conductors."

Provide pre-qualified electrical conductors from the Department's MPL. When required by the Engineer, notify the Department in writing of selected materials from the MPL intended for use on each project.

Ensure all grounding conductors Size 8 AWG and larger are stranded, except for the grounding electrode conductor at the electrical service, which will be a 6-AWG solid conductor.

Use white insulation for grounded (neutral) conductors, except grounded conductors Size 4 AWG and larger may be black with white tape marking at every accessible location. Do not use white insulation or marking for any other conductor except control wiring specifically shown on the plans.

Ensure insulated grounding conductors are green, except insulated grounding conductors Size 4 AWG and larger may be black with green tape marking at every accessible location. Do not use green insulation or marking for any other conductor except control wiring specifically shown on the plans.

3. CONSTRUCTION

Perform work as shown on the plans and in accordance with this Item.

Splice conductors only in junction boxes, ground boxes, and transformer bases, and in poles and structures at the handholes. Splice as shown on the plans. Do not exceed the manufacturer's recommended pulling tension. Use lubricant as recommended by the manufacturer. Install conductors in accordance with the NEC.

Test insulation resistance on the conductors before making final connections and ensure each continuous run of insulated conductor has a minimum direct-current (DC) resistance of 5 megohms (MΩ) when tested at 1,000V DC. The Engineer may require verification testing of all or part of the conductor system. The Engineer will witness these verification tests. Replace conductors exhibiting an insulation resistance of less than 5 MΩ at no additional cost to the Department.

4. MEASUREMENT

This Item will be measured by the foot of each single conductor.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Electrical Conductors" of the types and sizes specified. This price is full compensation for furnishing, installing, and testing electrical conductors; furnishing and installing breakaway connectors; and materials, equipment, labor, tools, and incidentals, with the following exceptions:

- conductors used in connecting the components of electrical services will be paid for under Item 628, "Electrical Services";
- conductors inside roadway illumination assemblies will be paid for under Item 610, "Roadway Illumination Assemblies";
- conductors inside traffic signal pole assemblies will be paid for under this Item; and
- conductors used for internal wiring of equipment will not be paid for directly, but will be subsidiary to pertinent Items.

Item 624
Ground Boxes

1. DESCRIPTION

1.1. **Installation**. Construct, furnish, and install ground boxes complete with lids.

1.2. **Removal**. Remove existing ground boxes.

2. MATERIALS

Provide new materials that comply with the details shown on the plans, the requirements of this Item, and the pertinent requirements of the following Items.

- Item 420, “Concrete Substructures”
- Item 421, “Hydraulic Cement Concrete”
- Item 432, “Riprap”
- Item 440, “Reinforcement for Concrete”
- Item 618, “Conduit”
- Item 620, “Electrical Conductors”

Provide fabricated precast polymer concrete ground boxes in accordance with DMS-11070, “Ground Boxes.” Provide pre-qualified ground boxes from the Department’s MPL. When required by the Engineer, notify the Department in writing of selected materials from the MPL intended for use on each project.

Provide other precast or cast-in-place ground boxes that comply with the details shown on the plans.

3. CONSTRUCTION

Perform work as shown on the plans and in accordance with this Item.

Use established industry and utility safety practices when installing or removing ground boxes located near underground utilities. Consult with the appropriate utility company before beginning work.

3.1. **Installation**. Fabricate and install ground boxes as shown on the plans. Install ground box to approved line and grade.

Construct precast and cast-in-place concrete ground boxes in accordance with Item 420 and Item 440.

Construct concrete aprons as shown on the plans and in accordance with Item 432 and Item 440.

3.2. **Removal**. Remove existing ground boxes and concrete aprons to at least 6 in. below the conduit level. Uncover conduit to a sufficient distance so that 90° bends can be removed and conduit reconnected. Clean the conduit in accordance with Item 618. Replace conduit within 5 ft. of the ground box. Remove old conductors and install new conductors as shown on the plans. Backfill area with material equal in composition and density to the surrounding area. Replace surfacing material with similar material to an equivalent condition.

4. MEASUREMENT

This Item will be measured by each ground box installed complete in place or each ground box removed.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Ground Box" of the types and sizes specified and for "Remove Ground Box."

5.1. **Installation**. This price is full compensation for excavating, backfilling, and aggregate; constructing, furnishing, and installing ground boxes and concrete aprons; and material, equipment, labor, tools, and incidentals. All wiring connections required inside the ground box will be subsidiary to this Item. Conduit will be paid for under Item 618. Electrical conductors will be paid for under Item 620.

5.2. **Removal**. This price is full compensation for removing and disassembling ground boxes and concrete aprons; excavating, backfilling, and surface placement; removing old conductors; disposal of unsalvageable materials; and materials, equipment, labor, tools, and incidentals. Cleaning of conduit will be subsidiary to this Item. Conduit replaced within 5 ft. of the ground box will be subsidiary to this Item. Additional conduit will be paid for under Item 618. Installation of conductors will be paid for under Item 620.

Item 628
Electrical Services

1. DESCRIPTION

- **Installation**. Furnish and install electrical services.
- **Relocation**. Relocate existing electrical services.
- **Removal**. Remove existing electrical services.

2. MATERIALS

Provide materials that comply with the details shown on the plans, the requirements of this Item, and the pertinent requirements of the following Items.

- Item 441, "Steel Structures"
- Item 445, "Galvanizing"
- Item 449, "Anchor Bolts"
- Item 618, "Conduit"
- Item 620, "Electrical Conductors"
- Item 627, "Treated Timber Poles"
- Item 656, "Foundations for Traffic Control Devices"

For the installation of electrical services, use new materials that meet the requirements of the NEC, UL, the Canadian Standards Association (CSA), and NEMA, and are in accordance with DMS-11080, "Electrical Services."

Provide pre-qualified electrical services from the Department's MPL. When required, notify the Department in writing of selected materials from the MPL intended for use on each project.

3. CONSTRUCTION

Perform work as shown on the plans and in accordance with this Item. Use established industry and utility safety practices when installing, relocating, or removing electrical services located near overhead or underground utilities. Consult with the appropriate utility company before beginning work.

3.1. **Installation**. Furnish and install electrical service equipment. Ensure components of the electrical service meet the requirements of the Electrical Detail Standards. Install the electrical equipment in accordance with the NEC and in conformance with local utility company requirements. Coordinate the utility companies' work for providing service.

3.2. **Relocation**. Coordinate relocation with the appropriate utility company before beginning work. Remove existing electrical service in accordance with Section 628.3.3., "Removal." Reinstall existing electrical service in accordance with Section 628.3.1., "Installation." Replace or add circuit breakers as shown on the plans.

3.3. **Removal**. Coordinate removal with the appropriate utility company before beginning work. Before the removal of the electrical service, disconnect and isolate any existing electrical service equipment in conformance with the utility company's requirements.

Remove existing electrical service support at least 2 ft. below finished grade unless otherwise shown on the plans. Repair the remaining hole by backfilling with material equal in composition and density to the

surrounding area. Replace any surfacing, such as asphalt pavement or concrete riprap, with like material to equivalent condition.

Disconnect and remove conductors from the conduit. Cut off and cap all protruding conduit 6 in. below finished grade. Abandoned conduit need not be removed unless otherwise shown on the plans.

Reconnect conductors and conduit to be reused when shown on the plans. Make all splices in ground boxes unless otherwise shown on the plans.

Accept ownership and dispose of unsalvageable materials in conformance with federal, state, and local regulations.

4. MEASUREMENT

This Item will be measured by each electrical service installed, relocated, or removed.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Electrical Services" of the types specified, "Relocate Electrical Services," or "Remove Electrical Services."

Costs for utility-owned power line extensions, connection charges, meter charges, consumption charges, and other charges will be paid for by the Department. The Department will reimburse the Contractor the amount billed by the utility, plus an additional 5% of the invoice cost will be paid for labor, equipment, administrative costs, superintendence, and profit.

Applications for a permanent utility service will designate the Department as the service owner unless otherwise shown in the plans.

5.1. **Installation**. This price is full compensation for paying all fees, testing, permits, utility company inspections, connection or meter charges, and other costs; making arrangements with the utility company for all work and materials provided by the utility company; furnishing, installing, and connecting all components, including poles, service supports, foundations, anchor bolts, riprap, enclosures, switches, breakers, service conduit (from the service equipment, including the elbow below ground), fittings, service conductors (from the service equipment, including the elbow below ground), brackets, bolts, hangers, and hardware; and materials, equipment, labor, tools, and incidentals.

5.2. **Relocation**. This price is full compensation for disconnecting and isolating the existing electrical service; relocating the service supports; new service support foundation; backfilling holes; paying all fees, testing, permits, utility company inspections, connection or meter charges, and other costs; making arrangements with the utility company for all work and materials provided by the utility company; removing, disconnecting, installing, and connecting all components, including poles, service supports, foundations, anchor bolts, riprap, enclosures, switches, breakers, service conduit (from the service equipment, including the elbow below ground), fittings, service conductors (from the service equipment, including the elbow below ground), brackets, bolts, hangers, and hardware; and materials, equipment, labor, tools, and incidentals.

5.3. **Removal**. This price is full compensation for coordinating with the utility company to disconnect and isolate the electrical service; removing the service supports; backfilling holes; and materials, equipment, labor, tools, and incidentals.

Item 636
Signs

1. DESCRIPTION

- **Installation**. Furnish, fabricate, and erect aluminum signs. Sign supports are provided for under other Items.
- **Replacement**. Replace existing signs on existing or replaced sign supports.

2. MATERIALS

2.1. **Signs**. Furnish completed signs in accordance with DMS-8301, "Highway Sign Fabrication."

2.2. **Hardware**. Use galvanized steel, stainless steel, or dichromate-sealed aluminum for bolts, nuts, washers, lock washers, screws, and other sign assembly hardware. Use plastic or nylon washers when in direct contact with the reflective sheeting. Furnish steel or aluminum products in accordance with DMS-7120, "Sign Hardware."

When dissimilar metals are used, select or insulate metals to prevent corrosion.

2.3. **Sign Identification Decals**. Furnish materials that meet the requirements of DMS-8315, "Sign Identification Decals."

3. CONSTRUCTION

3.1. **Decals**. The sign fabricator must code the sign identification decals by punching out the appropriate letter or digits for Rows 1–7 as shown in Figure 1 and Table 1.

Rows 8–12 (Installation Date) are only for coding by the Engineer at their discretion.

Affix the decal to lower left corner of the sign back in an upright position.

Figure 1 shows the sign identification decal. The numbers to the far right as shown in Figure 1 are reference row numbers for Table 1 and are not part of the decal. Table 1 describes the information required in each row of the decal.

Texas Department of Transportation												
C	Fabrication Date										T	1
J	F	M	A	M	J	J	A	S	O	N	D	2
	202		203		204		205		206			3
	0	1	2	3	4	5	6	7	8	9		4
Sheeting MFR—Substrate												
A	B	C	D	E	F	G	H	J	K	L	M	5
Film MFR												
A	B	C	D	E	F	G	H	J	K	L	M	6
Sheeting MFR—Legend												
A	B	C	D	E	F	G	H	J	K	L	M	7
Installation Date												
				0	1	2	3					8
	0	1	2	3	4	5	6	7	8	9		9
J	F	M	A	M	J	J	A	S	O	N	D	10
	202		203		204		205		206			11
	0	1	2	3	4	5	6	7	8	9		12
Name of Sign Fabricator Physical Address City, State, Zip Code												13

Figure 1
Decal Design (Row Numbers Explained in Table 1)

Table 1
Decal Description

Row Explanation
1—Sign fabricator
2—Month fabricated
3—First 3 digits of year fabricated
4—Last digit of year fabricated
5—Manufacturer of the sheeting applied to the substrate
6—Film (colored transparent or non-reflective black) manufacturer
7—Manufacturer of the sheeting for the legend
8—Tens digit of date installed[1]
9—Ones digit of date installed[1]
10—Month installed[1]
11—First 3 digits of year installed[1]
12—Last digit of year installed[1]
13—Name of sign fabricator and physical location of sign shop

1. Only for coding by the Engineer at their discretion.

Code the decal by punching out the following:

- "C" if fabricated by a commercial sign fabricator or "T" if fabricated by the Department or the Texas Department of Criminal Justice,
- month fabricated,
- first three digits of the year fabricated,
- fourth digit of the year fabricated, and
- sheeting and film manufacturers. (Codes for these manufacturers are located on the Department's MPL.)

3.2. **Storage and Handling**. Ship, handle, and store completed sign blanks and completed signs so that corners, edges, and faces are not damaged. Damage to the sign face that is not visible when viewed at a distance of 50 ft., night or day, will be acceptable. Replace unacceptable signs.

Store all finished signs off the ground and in a vertical position until erected. Store finished sheet aluminum substrate signs in a weatherproof building. Extruded aluminum substrate signs may be stored outside.

Stockpile salvageable materials at the location shown on the plans or as directed. Accept ownership and dispose of unsalvageable materials in conformance with federal, state, and local regulations.

3.3. **Cleaning**. Wash completed signs in the fabrication shop using a biodegradable cleaning solution acceptable to the manufacturers of the sheeting, colored transparent film, and screen ink to remove grease, oil, dirt, smears, streaks, finger marks, and other foreign material. Wash again before final inspection after erection.

3.4. **Installation**. Install signs as shown on the plans or as directed.

3.5. **Replacement**. Remove the existing signs from the existing or replaced supports and replace with new signs, including mounting hardware, as shown on the plans. At the Engineer's discretion, existing galvanized mounting hardware can be reused if it was not damaged during removal of existing sign.

3.6. **Documentation**. Provide a notarized original of the project-specific Signing Material Statement (Form 2273), from the sign fabricator, along with attached copies of pertinent material certifications for verification of compliance.

4. MEASUREMENT

Signs installed or replaced will be measured by the square foot of the sign face.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Aluminum Signs," or "Replacing Existing Aluminum Signs," of the type specified.

5.1. **Installation**. This price is full compensation for furnishing and installing new signs and hardware; fabrication of sign panels; treatment of sign panels required before application of the background materials; application of the background materials and messages to the sign panels; furnishing and fabricating frames, wind beams, and stiffeners; furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections; assembling and erecting the signs; preparing and cleaning the signs; and materials, equipment, labor, tools, and incidentals.

5.2. **Replacement**. This price is full compensation for furnishing and installing new aluminum signs and hardware; reusing existing hardware (when applicable); removal of existing signs; fabrication of sign panels; treatment of sign panels required before application of the background materials; application of the background materials and messages to the sign panels; furnishing and fabricating frames, wind beams, and stiffeners; furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections; assembling and erecting the signs; preparing and cleaning the signs; salvaging and disposing of unsalvageable materials; and materials, equipment, labor, tools, and incidentals.

Item 658
Delineator and Object Marker Assemblies

1. DESCRIPTION

- **Installation**. Install delineator or object marker assembly.
- **Removal**. Remove delineator or object marker assembly.
- **Replacement**. Remove existing delineator or object marker assembly and replace with new delineator or object marker assembly.

2. MATERIALS

Furnish only new materials as shown on the plans unless otherwise directed. The Engineer will sample in accordance with Tex-725-I or Tex-737-I.

2.1. **Delineator and Object Marker Assemblies**. Fabricate in accordance with the following.

- DMS-8600, "Delineators, Object Markers, and Barrier Reflectors"
- DMS-4400, "Flexible Delineator and Object Marker Posts (Embedded and Surface-Mount Types)"

2.2. **Wing Channel Post**. Furnish material of the size shown on the plans. Supply a notarized original of Form D-9-USA-1 (Department Form 1818) with supporting mill test report certifying that the base metal is in accordance with the following.

- ASTM A1011, SS Grade 50
- ASTM A499

Galvanize material in accordance with Item 445, "Galvanizing."

3. CONSTRUCTION

3.1. **Installation**. Locate delineators, object markers, and barrier reflectors as shown on the plans or as directed and install in conformance with the manufacturer's recommendations.

Install winged channel post and flexible delineator posts to allow the reflector units and reflectorized panels to be installed at the specified height and orientation. Align post as shown or as directed.

Drive post plumb using a driving cap to prevent visible cross-section dimension distortion. Drill or drive a pilot hole when post cannot be driven without visibly distorting the cross-section dimension. Backfill pilot holes thoroughly by tamping in 6-in. lifts to grade.

Repair damaged galvanizing in accordance with Section 445.3.4., "Repairs." Install reflector units on wing channel posts after the posts have been erected.

3.2. **Removal**. Remove post assemblies without damaging materials, and salvage when indicated on the plans. Remove post to a minimum of 6 in. below finished grade. Stockpile salvaged materials at the location shown on the plans or as directed. Accept ownership of unsalvageable materials and dispose of them in conformance with federal, state, and local requirements.

3.3. **Replacement**. Remove existing delineator or object marker assembly in accordance with Section 658.3.2., "Removal," and replace with new delineator or object marker assembly in accordance with Section 658.3.1., "Installation."

4. MEASUREMENT

Installation will be measured by each delineator or object marker assembly installed, removed, or replaced.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Install Delineator Assemblies," "Install Object Marker Assemblies," "Install High Speed/High Impact Assemblies," "Replace Delineator Assemblies," or "Replace Object Marker Assemblies" of the types and colors specified, and for "Remove Delineator or Object Marker Assemblies."

5.1. **Installation**. This price is full compensation for furnishing and fabricating when required; installing and mounting the delineator or object marker assemblies, including posts, adhesive or pads for surface mount assemblies, back plates, reflector units, fastening plates, brackets, bolts, nuts, and washers; and materials, equipment, labor, tools, and incidentals.

5.2. **Removal**. This price is full compensation for removal and disposal of delineator and object marker assemblies and for materials, equipment, labor, tools, and incidentals.

5.3. **Replacement**. This price is full compensation for removal and disposal of existing delineator and object marker assemblies; furnishing, installing, and mounting new delineator or object marker assemblies, including posts, adhesive or pads for surface mount assemblies, back plates, reflector units, fastening plates, brackets, bolts, nuts, and washers; and materials, equipment, labor, tools, and incidentals.

Item 666
Retroreflectorized Pavement Markings

1. DESCRIPTION

Furnish and place retroreflectorized or non-retroreflectorized (shadow) pavement markings.

2. MATERIALS

2.1. **Type I Marking Materials (Thermoplastic)**. Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic."

2.2. **Type II Marking Materials (Traffic Paint)**. Furnish in accordance with DMS-8200, "Traffic Paint."

2.3. **Type III Marking Materials (Multipolymer)**. Furnish in accordance with DMS-8230, "Multipolymer Pavement Markings."

2.4. **Glass Traffic Beads**. For Type I, Type II, and Type III pavement markings, furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads," to meet the specified retroreflective performance requirements for all permanent, longitudinal pavement markings.

2.5. **Labeling**. To sample material, use clearly marked containers that indicate material type, color, mass, manufacturer, and batch number.

3. EQUIPMENT

3.1. **General Requirements**. Use pavement marking equipment that:

- is maintained in satisfactory condition;
- meets or exceeds the requirements of the National Board of Fire Underwriters and the Texas Railroad Commission for this application;
- applies beads by an automatic bead dispenser attached to the pavement marking equipment such that the beads are dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser must have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment;
- has an automatic cut-off device with manual operating capabilities to provide clean marking with square ends;
- can produce the types and shapes of profiles specified; and
- can provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons, or similar appliances that the die overruns will not be permitted for longitudinal striping applications exceeding a project length of 2,000 ft., unless otherwise approved.

When placing multipolymer pavement markings (MPM), use equipment designed for pavement preparation and the application of selected type of MPM material.

Provide a handheld thermometer capable of measuring the temperature between 300°F and 450°F to measure the temperature of marking material in the field, when applying Type I material.

3.1.1. **Measuring Retroreflectivity**. Use a mobile retroreflectometer approved by the Materials and Tests Division and certified by the Texas A&M Transportation Institute (TTI) Mobile Retroreflectometer Certification Program.

Use a portable retroreflectometer that:

- uses 30-meter geometry and meets the requirements described in ASTM E1710;
- has either an internal Global Positioning System (GPS) or the ability to be linked with an external GPS with a minimum location accuracy of 16.5 ft., in accordance with the Circular Error Probability (CEP) method (CEP is the radius of the circle with its origin at a known position that encompasses 50% of the readings returned from the GPS instrument); and
- can record and export the GPS location and retroreflectivity reading for each measurement.

3.2. **Material Placement Requirements**. Use equipment that can place:

- a minimum length of 30,000 ft. for 6-in. solid or broken non-profile markings per working day at the specified thickness, unless otherwise approved;
- a minimum length of 15,000 ft. of solid or broken profile pavement markings per working day at the specified thickness;
- linear non-profile markings up to 8 in. wide in a single pass;
- non-profile pavement markings other than solid or broken lines at an approved production rate;
- a centerline and no-passing barrier-line configuration (consisting of one broken line and two solid lines simultaneously) to the alignment, spacing, and thickness for non-profile pavement markings shown on the plans;
- solid and broken lines simultaneously;
- white line from both sides;
- lines with clean edges, reasonably square ends, uniform width with a tolerance of ±1/8 in., and uniform thickness;
- skip lines between 10 and 10.5 ft., a stripe-to-gap ratio of 10 to 30, and a stripe-gap cycle between 39.5 ft. and 40.5 ft., automatically; and
- beads uniformly and almost instantly on the marking as the marking is applied.

For Type I markings, equipment must be capable of providing uniform heating of striping materials to temperatures exceeding 390°F (199°C). Ensure that the material is not heated to a temperature above the maximum temperature recommended by the manufacturer.

For Type I markings, equipment must be capable of maintaining the thermoplastic striping material in a plastic state in all mixing and conveying parts, including the line dispensing device, until applied.

4. CONSTRUCTION

Place markings before opening to traffic unless short-term or work zone markings are allowed.

4.1. **General**. Obtain approval for the sequence of work and estimated daily production. Minimize interference to roadway operations when placing markings on roadways open to traffic. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement. Replace markings when more than 5% of the markings are damaged or disfigured.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on completely dry pavement that passes the following tests.

- **Type I Marking Application**. Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- **Type II and Type III Marking Application**. Place a 1-sq. ft. piece of clear plastic on the pavement and weigh down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- using personnel skilled and experienced in installation of pavement markings;
- that meet the requirements of Tex-828-B;
- that meet minimum retroreflectivity requirements;
- using widths and colors shown on the plans;
- at locations shown on the plans;
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum;
- without abrupt deviations;
- free of blisters and with no more than 5% holes or voids (percent by area);
- with uniform cross-section, density, and thickness;
- with clean and reasonably square ends; and
- that are retroreflectorized with drop-on glass beads.

Remove all applied markings that are not in alignment or sequence as shown on the plans or in accordance with the specifications at the Contractor's expense, in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

4.2. **Spot Striping**. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

4.3. **Surface Preparation**. Prepare surfaces in accordance with this Section unless otherwise shown on the plans.

4.3.1. **Surface Cleaning for Pavement Marking Applications on New Asphalt Surfaces with No Existing Pavement Markings and for Retracing of Existing Pavement Markings on All Surfaces**. Use air blast or broom to clean the pavement surface to remove loose material unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans. If cleaning is needed beyond what is specified, Engineer can use force account to compensate for the extra effort. This is mainly applied when the pavement is covered with thick layer of dirt or mud or there is grass growing on the pavement.

4.3.2. **Surface Cleaning for All Concrete Surfaces and Asphalt Surfaces Only When Specified in the Plans (Excludes New Asphalt Surfaces with No Existing Pavement Markings and Retracing)**. Clean surfaces in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, existing loose and flaking construction markings, and other forms of contamination.

4.3.3. **Sealer for Type I Markings**. Apply a pavement sealer when shown on the plans. Pavement sealers are recommended for old asphalt surfaces (more than 3 yr. old) and for all concrete surfaces before placing Type I markings on locations that do not have existing markings. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer as recommended by the Type I marking manufacturer, unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. Clean the surface of sealer that becomes dirty after placement by washing or in accordance with Section 666.4.3.1., "Surface Cleaning for Pavement Marking Applications on New Asphalt Surfaces with No Existing Pavement Markings and for Retracing of Existing Pavement Markings on All Surfaces," as directed.

Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

4.4. **Application**. Apply markings during favorable weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all required replacement costs.

4.4.1. **Type I Markings**. Place all Type I markings after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. Flush the spray head if spray application operations cease for 5 min. or longer, by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavement passing the moisture test in accordance with Section 666.4.1., "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

The Engineer will measure thickness of markings in accordance with Tex-854-B.

4.4.1.1. **Non-Profile Pavement Markings**. Apply Type I non-profile markings with a minimum thickness of:

- 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Seal Coat,"
- 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
- 0.090 in. (90 mils) for all other Type I markings.

4.4.1.2. **Profile Pavement Markings**. Apply Type I profile markings with a minimum thickness of 0.090 in. (90 mils) for the longitudinal stripe portion.

In addition, at a longitudinal spacing shown on the plans, the markings must be profiled in a vertical manner such that the profile is transverse to the longitudinal marking direction. The profile must not be less than 0.30 in. (300 mils) nor greater than 0.41 in. (410 mils) in height when measured from the normal top surface plane of the base marking to the top of the raised profile marking. The transverse width of the profile must not be less than 5.25 in. and the longitudinal width not less than 2 in., when measured at the top surface plane of the profile bar. The profile may be either a one or two transverse bar profile. When the two transverse bar profile is used, the spacing between the bases of the profile bars must not exceed 0.50 in. The above dimensions for transverse bars are for 6-in. wide longitudinal marking.

The raised profile markings must be uniform in size, appearance, and spacing. When profile markings are applied in a two-step process, the raised profile markings must be applied first and then the stripe applied over them. The raised profile markings in a two-step process may be circular in shape. The circular profile markings must be uniform in diameter and the diameter must not be less than 5.25 in. The height of the apex must not be less than 0.30 in. (300 mils) nor greater than 0.41 in. (410 mils) when measured from the normal top surface of the base marking to the top of the raised profile marking.

4.4.1.3. **Type I All-Weather Pavement Markings**. Apply Type I all-weather markings to at least 100-mil film thickness.

4.4.2. **Type II Markings**. Apply on surfaces with a minimum surface temperature of 50°F when measured in accordance with Tex-829-B. Apply at least 30 gal. per mile on concrete and asphalt surfaces and at least 33 gal. per mile on surface treatments for a solid 6-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 22-1/2 gal. per mile using Type II drop-on beads.

Apply Type II all-weather markings to at least 25-mil wet film thickness.

4.4.3. **Type III Markings**. Apply in conformance with the manufacturer's recommendations.

4.4.4. **Bead Coverage and Embedment**. Provide a uniform distribution of beads across the surface of the stripe with 40–60% bead embedment.

4.4.5. **Durability**. Provide markings that do not lose more than 5% of the striping material in any 1-ft. section of stripe during their performance period in accordance with Section 666.4.8., "Performance Period." Measure the durability in accordance with ASTM D913.

4.5. **Retroreflectivity Requirements**. Retroreflectivity requirements are not required for Contracts with less than 20,000 total ft. of longitudinal pavement markings, callout work, black shadow markings, or work zone pavement markings. Retroreflectivity requirements are for dry conditions unless otherwise specified.

4.5.1. **Type I Markings**. All Type I markings, including profile markings, must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings.

- **White Markings (ASTM E1710)**. 250 millicandelas per square meter per lux (mcd/m^2/lx).
- **Yellow Markings (ASTM E1710)**. 175 mcd/m^2/lx.

Collect retroreflectivity measurement for markings applied on pavement surface other than seal coat after 10 days but not later than 30 days from the time of application. For markings applied on seal coat, measure retroreflectivity after 3 days but not later than 10 days from the time of application.

4.5.2. **Type I High-Performance Markings**. Type I high-performance markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.

- **White Markings (ASTM E1710)**. 400 mcd/m^2/lx.
- **Yellow Markings (ASTM E1710)**. 250 mcd/m^2/lx.

4.5.3. **Type I All-Weather Markings**. Type I all-weather markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.

- **White Markings Dry (ASTM E1710)**. 400 mcd/m^2/lx.
- **Yellow Markings Dry (ASTM E1710)**. 250 mcd/m^2/lx.
- **White Markings Wet Continuous (ASTM E2832)**. 150 mcd/m^2/lx.
- **Yellow Markings Wet Continuous (ASTM E2832)**. 125 mcd/m^2/lx.

4.5.4. **Type II Markings**. Type II markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line, markings.

- **White Markings**. 175 mcd/m^2/lx.
- **Yellow Markings**. 125 mcd/m^2/lx.

Collect retroreflectivity measurement for markings applied on pavement surface other than seal coat after 10 days but not later than 30 days from the time of application. For markings applied on seal coat, measure retroreflectivity after 3 days but not later than 10 days from the time of application.

4.5.5. **Type II All-Weather Markings**. Meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings.

- **White Markings Dry (ASTM E1710)**. 250 mcd/m^2/lx.
- **Yellow Markings Dry (ASTM E1710)**. 150 mcd/m^2/lx.
- **White Markings Wet Continuous (ASTM E2832)**. 100 mcd/m^2/lx.
- **Yellow Markings Wet Continuous (ASTM E2832)**. 75 mcd/m^2/lx.

Collect retroreflectivity measurement for markings applied on pavement surface other than seal coat after 10 days but not later than 30 days from the time of application. For markings applied on seal coat, measure the retroreflectivity after 3 days but not later than 10 days from the time of application.

4.5.6. **Type III Markings**. Type III markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.

- **White Markings**. 400 mcd/m^2/lx.
- **Yellow Markings**. 250 mcd/m^2/lx.

4.5.7. **Type III All-Weather Markings**. Type III all-weather markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline, no-passing barrier line, and lane line markings when measured any time after 30 days but not later than 60 days from the time of application.

- **White Markings Dry (ASTM 1710)**. 400 mcd/m^2/lx.
- **Yellow Markings Dry (ASTM 1710)**. 250 mcd/m^2/lx.
- **White Markings Wet Continuous (ASTM 2832)**. 150 mcd/m^2/lx.
- **Yellow Markings Wet Continuous (ASTM 2832)**. 125 mcd/m^2/lx.

4.6. **Retroreflectivity Measurements**. Use a mobile retroreflectometer to measure the retroreflectivity of markings for Contracts with more than 50,000 total ft. of longitudinal pavement markings, unless otherwise shown on the plans. For Contracts between 20,000 and 50,000 total ft. of longitudinal pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.

Use a portable retroreflectometer for measuring the wet continuous retroreflectivity in accordance with ASTM E2832. Notify the Department when wet retroreflectivity measurements are to be taken. The Department will observe the wet retroreflectivity readings.

4.6.1. **Mobile Retroreflectometer Measurements**. Provide mobile measurement averages for every 0.1 mi. unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (e.g., edgeline, center skip line, and each line of a double line) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). Furnish measurements in accordance with Item 667, "Mobile Retroreflectivity Data Collection for Pavement Markings," unless otherwise approved. The Engineer may require a field comparison check using a calibrated portable retroreflectometer for verification and to ensure accuracy. Use all equipment in conformance with the manufacturer's recommendations and directions. Inform the Engineer and TTI at least 24 hr. before taking any measurements.

A marking meets the retroreflectivity requirements if:

- the combined average retroreflectivity measurement for a 1-mi. segment meets the minimum retroreflectivity values specified and no more than 30% of the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within that 1-mi. segment; or
- the combined average retroreflectivity measurement for a 1-mi. segment does not meet the minimum retroreflectivity values specified, but no more than 20% of the retroreflectivity measurements within that 1-mi. segment are below the minimum retroreflectivity requirement.

The 1-mi. segment will start from the beginning of the data collection and end after a mile's worth of measurements have been taken. Each subsequent mile of measurements will be a new segment. Centerlines with two stripes (either solid or broken) will result in 2 mi. of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

Restripe at the Contractor's expense if the markings fail retroreflectivity requirements. Take retroreflectivity measurements of all restriped markings following the time interval allowed based on the type of marking and the pavement surface for the latest application.

For all Type I markings, if the restripe application does not meet minimum retroreflectivity requirements or the initial stripe combined with the restripe exceeds 0.180 in. (180 mils), the Engineer may require:

- removal of all existing markings,
- a new application as initially specified, and
- a repeat of the application process until minimum retroreflectivity requirements are met.

For all Type III markings, if the first application does not meet minimum retroreflectivity requirements, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

4.6.2. **Portable Retroreflectometer Measurements**. For non-all-weather markings, provide portable measurement averages for every 1.0 mi. unless otherwise specified or approved. Using a portable reflectometer, take at least 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, and each line of a double line) and direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may resume the original number of measurements if concerns arise.

For all-weather markings, take at least three measurements for each series of markings (e.g., edgeline, center skip line, and each line of a double line) and direction of traffic flow and average the three measurements for each marking. The spacing between each measurement must be at least 100 ft. If the average of the three measurements taken on an individual marking falls below the minimum acceptable retroreflectivity value, take at least six additional measurements on that individual marking and average them. These six additional measurements must also be spaced at least 100 ft. apart. If the average of these six measurements falls below the minimum acceptable retroreflectivity value, the marking does not meet the performance requirements.

Restripe at the Contractor's expense if the averages of these measurements fail. Retake portable retroreflectometer measurements of all restriped markings following the time interval allowed based on the type of marking and the pavement surface for the latest application.

4.7. **Traffic Control**. Provide traffic control, as required, when taking portable retroreflectivity measurements after marking application. For the minimum traffic control requirements on low-volume roadways (as shown on the plans), refer to "Temporary Road Closure" in Part 6 of the TMUTCD. For all other roadways, the minimum traffic control requirements will be as shown on the Traffic Control Plan (TCP) standard sheets TCP (3-1) and TCP (3-2). The lead vehicle will not be required on divided highways. The TCP and traffic control devices must meet the requirements listed in Item 502, "Barricades, Signs, and Traffic Handling." Time restrictions that apply during striping application will also apply during the retroreflectivity inspections, except when using the mobile retroreflectometer, unless otherwise shown on the plans or approved.

4.8. **Performance Period**. All longitudinal markings must meet the minimum retroreflectivity requirements within the timeframe specified. All markings must meet all other performance requirements in accordance with this Item for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements and replace them at the Contractor's expense. Replace failing markings within 30 days of notification. All replacement markings must also meet all requirements in accordance with this Item for at least 30 calendar days after installation.

4. MEASUREMENT

This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

Profile pavement markings will be measured as a marking consisting of both the pavement marking stripe and the raised profile, regardless of the installation method used.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified; "Pavement Sealer (Call Out)" of the size specified; "Retroreflectorized Pavement Markings" of the type, color, shape, width, size, and thickness specified; "Non-Retroreflectorized Shadow Pavement Markings" of the type, width, size, and thickness specified; "Type I High Performance Pavement Markings" of the color, width, size, and thickness specified; "All-Weather Pavement Markings" of the type, color, shape, width, and thickness specified; "Pavement Marking (Call Out)" of the type, color, width, size, and thickness specified; or "Retroreflectorized Profile Pavement Markings" of the color, shape, size, and width specified.

This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.

Surface cleaning for all concrete surfaces and asphalt surfaces only when shown on the plans (excludes new asphalt surfaces with no existing pavement markings and retracing) will be paid for under Item 678. Surface cleaning for pavement marking applications on new asphalt surfaces with no existing pavement markings and for retracing of existing pavement markings on all surfaces will not be paid for directly, but will be subsidiary to this Item. If cleaning is needed beyond regular brooming and blowing compressed air, the Engineer may use force account to compensate for the extra effort. This is mainly applied when the pavement is covered with a thick layer of dirt or mud or grass is growing on the pavement.

Surface preparation of any surface where pavement markings are being retraced, except for sealing, will not be paid for directly, but will be subsidiary to this Item.

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

Item 760
Cleaning and Reshaping Ditches

1. DESCRIPTION

Clean and reshape ditches.

2. WORK METHODS

Excavate and remove excess material from ditches and from around fixtures within the limits of the excavation or reshape by cleaning silt from the ditch and spreading on backslope as approved. Reshape ditches shown on the plans, or as directed. Dispose of excess material in conformance with applicable federal, state, and local regulations, or place on right of way, as directed. Maintain ditch drainage during cleaning and reshaping work.

3. MEASUREMENT

Measurement will be as follows.

3.1. **Foot**. By the foot, measured along the centerline of the ditch.

3.2. **Cubic Yard in Place**. By the cubic yard in its original position computed by the method of average end areas.

3.3. **Cubic Yard in Vehicle**. By the cubic yard in vehicles measured at the point of excavation.

4. PAYMENT

The work performed in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Ditch Reshaping (Foot),” “Ditch Cleaning and Reshaping (Cubic Yard in Place),” or “Ditch Cleaning and Reshaping (Cubic Yard in Vehicle).” This price is full compensation for excavation, disposal of removed materials, reshaping, equipment, labor, tools, and incidentals.

SPECIAL PROVISION TO ITEM 1

"DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS", "TxDOT", "TEXAS DEPARTMENT OF TRANSPORTATION", STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS.

Articles 1.26, "Certificate of Insurance" ; 1.28, "Commission", 1.47, "Department", 1.70 "Letting Official " and 1.124 "State" are deleted.

Article 1.53, "ENGINEER", is revised to read in its entirety as follows:

1.53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain ENGINEER'S activities that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Article 1.64, "INSPECTOR," is revised to read in its entirety as follows:

1.64 INSPECTOR. The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein. A representative is authorized to function as the ENGINEER'S representative with respect to certain activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148.

Special Provisions to Item 1

"DEFINITION OF TERMS"

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS:

1.148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County. Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out his work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications; and to complete the work in accordance with the contract documents.

SPECIAL PROVISION TO ITEM 2

INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in its entirety.

The Instructions to Bidders is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in its entirety.

The Award and Execution of Contract is included elsewhere in the Contract Documents.

SPECIAL PROVISION TO ITEM 4

SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4.2 "CHANGES IN WORK;" ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4.4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 41 "CHANGES and ALTERATIONS" and ARTICLE 42 "EXTRA WORK" of “Special Provisions for Construction”.

SPECIAL PROVISION TO ITEM 5

CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 5.2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows:

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans.

ARTICLE 5.5 "COOPERATION OF CONTRACTOR." The last sentence of the first paragraph is hereby revised to read as follows:

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety.

ARTICLE 5.7 "INSPECTION." The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 41. “Changes and Alterations” of “Special Provisions for Construction”.

ARTICLE 5.8 "FINAL ACCEPTANCE," is hereby deleted in its entirety. It is replaced by Article 6(b). ”PAYMENTS TO CONTRACTOR, FINAL PAYMENT” of “Special Provisions for Construction”.

SPECIAL PROVISION TO ITEM 6

CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 6.1 "SOURCE CONTROL." Paragraph A. “Buy America” and B. “Buy Texas” are hereby deleted in their entirety.

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in its entirety.

SPECIAL PROVISION TO ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 7.4 "INSURANCE AND BONDS" is hereby deleted in its entirety.

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION." The third sentence of the first paragraph is hereby revised to read as follows:

Payment for repair of surfaces opened by permission will be made in accordance with Article 41. “Changes and Alterations” of “Special Provisions for Construction”.

SPECIAL PROVISION TO ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 8.1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows:

“The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work as shown on the work order.

ARTICLE 8.2 “PROGRESS SCHEDULES”, B. “CONSTRUCTION CONTRACTS” The first sentence in the first paragraph is hereby revised to read as follows:

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract.

SPECIAL PROVISION TO ITEM 9

MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby revised to read as follows: Plans quantities may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities.

ARTICLE 9.4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows:

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 42, "EXTRA WORK" of “Special Provisions for Construction”.

ARTICLE 9.5 "FORCE ACCOUNT" is hereby deleted in its entirety.

ARTICLE 9.8 "FINAL PAYMENT" and ARTICLE 40, "FINAL PAYMENT" are hereby deleted in their entirety and replaced by ARTICLE 6(b), "PAYMENTS TO CONTACTOR, FINAL PAYMENT" of “Special Provisions for Construction”.

SPECIAL SPECIFICATION

1005

Loose Aggregate for Groundcover

1. **Description.** Apply a surface covering composed of a layer of loose aggregate material.

2. **Materials.** Aggregate shall be composed of clean, tough and durable particles of gravel, crushed gravel, crushed stone or other suitable material as specified on the plans.

3. **Construction Methods.** Prepare the area to be treated as indicated on the plans prior to the application of loose aggregate material. Apply the material by hand or by other approved methods.

   Evenly and smoothly distribute the material in the quantity specified. Take care to apply the material without injury or damage to the plantings.

   Maintenance of the aggregate surface is the responsibility of the Contractor until the work is accepted.

4. **Measurement.** This Item will be measured by the cubic yard in vehicles at the point of delivery on the site. Materials not used will be deducted from the quantity to be paid for.

5. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Loose Aggregate for Groundcover", of the type(s) specified. This price is full compensation for preparing the surface to receive the aggregate; furnishing, preparing, hauling and placing the aggregate material; for all freight involved, if applicable; and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

3048

Permeable Concrete

1. Description. Furnish permeable concrete with hydraulic cement and chemical admixture for use in permeable concrete pavements.

2. Materials.

A. Cement. Furnish cement conforming to DMS-4600, "Hydraulic Cement." Select Type I or II (ASTM C-150) or Type IP or IS (ASTM C-595).

B. Chemical Admixtures. Furnish Ecocreto™ Admixture Type "1" or equivalent. Obtain from Ecocreto™ of Texas, Inc., 17050 IH 35, Buda, Texas 78610, Telephone 866-326-2738.

Use admixture in accordance with manufacturer's instructions and recommendations.

C. Water. Furnish mixing and curing water that is free from oils, acids, organic matter, or other deleterious substances. Water from municipal supplies approved by the Texas Department of Health will not require testing. When using water from other sources, provide test reports showing compliance with Table 1 before use.

Water that is a blend of concrete wash water and other acceptable water sources, certified by the concrete producer as complying with the requirements of both Table 1 and Table 2, may be used as mix water. Test the blended water weekly for 4 weeks for compliance with Table 1 and Table 2 or provide previous test results. Then test every month for compliance. Provide water test results upon request.

Table 1
Chemical Limits for Mix Water
(Reference Table 1 of Item 421, "Hydraulic Cement Concrete")

Table 2
Acceptance Criteria for Questionable Water Supplies
(Reference Table 2 of Item 421, "Hydraulic Cement Concrete")

Do not use mix water that has an adverse effect on any other chemical admixture or on strength or time of set of the concrete. When using white hydraulic cement, use mixing and curing water free of iron and other impurities that may cause staining or discoloration.

D. Coarse Aggregate. Supply coarse aggregates that meet the definitions in Tex-100-E. Provide coarse aggregates from sources listed in the Department's Concrete Rated Source Quality Catalog (CRSQC). Provide coarse aggregate from non-listed sources only when tested and approved by the Engineer before use. Allow 30 calendar days for

the Engineer to sample, test, and report results for non-listed sources. Do not combine approved material with unapproved material.

Provide light-colored coarse aggregate consisting of durable particles of crushed stone that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.

Provide coarse aggregate that, when tested in accordance with Tex-413-A, has:

- at most 0.25% by weight of clay lumps,
- at most 1.0% by weight of shale, and
- at most 5.0% by weight of laminated and friable particles.

Wear must not be more than 40% when tested in accordance with Tex-410-A.

Unless otherwise shown on the plans, provide coarse aggregate with a 5-cycle magnesium sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.

The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps, must not exceed 1.0% or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and essentially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.

Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3
Coarse Aggregate Gradation Chart

Aggregate Gradation No.	Nominal Size	Percent Passing on Each Sieve			
		1/2"	3/8"	No. 4	No. 8
8	3/8”	100	95-100	20-65	0-10

E. Mortar and Grout. When required or shown on the plans, provide mortar and grout consisting of 1 part hydraulic cement, 2 parts sand, and sufficient water to provide the desired consistency. Provide mortar with a consistency such that the mortar can be easily handled and spread by trowel. Provide grout of a consistency that will flow into and completely fill all voids.

3. Equipment.

A. Concrete Plants and Mixing Equipment. Except for volumetric mixers (auger/mixer), each plant and truck mixer must be currently certified by the National Ready Mixed

Concrete Association (NRMCA) or have an inspection report signed and sealed by a licensed professional engineer showing that concrete measuring, mixing, and delivery equipment meets all requirements of ASTM C 94. A new certification or signed and sealed report is required every time a plant is moved. Plants with a licensed engineer's inspection require reinspection every 2 years. Provide a copy of the certification or the signed and sealed inspection report to the Engineer. When equipment or facilities fail to meet specification requirements, remove them from service until corrected.

1. **Scales.** Check all scales prior to beginning of operations, after each move, or whenever their accuracy or adequacy is questioned, and at least once every 6 mo. Immediately correct deficiencies, and recalibrate. Provide a record of calibration showing scales in compliance with ASTM C 94 requirements. Check batching accuracy of volumetric water batching devices and admixture dispensing devices at least every 90 days. Perform daily checks as necessary to ensure measuring accuracy.

2. **Volumetric Mixers.** Provide volumetric mixers with rating plates defining the capacity and the performance of the mixer in accordance with the Volumetric Mixer Manufacturers Bureau or equivalent. Provide volumetric mixers that comply with ASTM C 685. Provide test data showing mixers meet the uniformity test requirements of Tex-472-A.

3. **Agitators and Truck and Stationary Mixers.** Inspect and furnish inspection reports on truck mixers and agitators annually. If an inspection within 12 mo. is not practical, a 2-mo. grace period (for a maximum of 14 mo. between inspections) is permitted. Include in the report the condition of blades and fins and their percent wear from the original manufacturer's design. Repair mixing equipment exhibiting 10% or more wear before use. Provide truck mixers and agitators equipped with means to readily verify the number of revolutions of the drum, blades, or paddles.

   Provide stationary and truck mixers capable of combining the ingredients of the concrete within the specified time or the number of revolutions specified into a thoroughly mixed and uniform mass and capable of discharging the concrete so that at least 5 of the 6 requirements of Tex-472-A are met.

   As directed, to resolve issues of mix uniformity and mixer performance, perform concrete uniformity tests on mixers or agitators in accordance with Tex-472-A.

   Perform the mixer or agitator uniformity test at the full rated capacity of the equipment and within the maximum mixing time or maximum number of revolutions. Remove from service all equipment that fails the uniformity test.

   Inspect and maintain mixers and agitators. Keep them reasonably free of concrete buildup, and repair or replace worn or damaged blades or fins.

   Ensure all mixers have a plate affixed showing manufacturer's recommended operating speed and rated capacity for mixing and agitating.

B. Hauling Equipment. Provide hauling equipment capable of maintaining the mixed concrete in a thoroughly mixed and uniform mass and of discharging the concrete with a satisfactory degree of uniformity.

When using non-agitating equipment for transporting concrete, provide equipment with smooth, mortar-tight metal containers equipped with gates that prevent accidental discharge of the concrete.

C. Testing Equipment. Unless otherwise shown on the plans or specified, in accordance with the pertinent test procedure, furnish and maintain:

- test molds,
- curing facilities,
- maturity meters if used, and
- wheelbarrow or other container acceptable for the sampling of the concrete.

Provide strength-testing equipment in accordance with the Contract controlling test unless shown otherwise.

4. Construction.

A. Mix Design. Furnish mix design. Engineer will provide mix design to Ecocreto™ of Texas to insure design is proper for available aggregates in region. Commence with work only after Engineer's written approval of mix design.

1. Cementitious Materials. Use cementitious materials from prequalified sources; otherwise, request sampling and testing for approval before use. Unless otherwise specified or approved, limit cementitious material content to between 564 to 700 lb. per cubic yard.

2. Chemical Admixtures. Mix Ecocreto™ Admixture Type "1" amount in accordance with manufacturer's instructions and recommendations.

3. Water. Mix water quantity shall be such that the cement paste displays a wet metallic sheen without causing the paste to flow from the aggregate. Mix water quantity yielding a cement paste with a dull-dry appearance has insufficient water for hydration. Insufficient water results in inconsistency in the mix and poor aggregate bond strength. High water content results in the paste sealing the void system primarily at the bottom and poor aggregate surface bond.

B. Trial Batches. Perform all preliminary trial batches and testing necessary to substantiate the proposed mix designs, and provide documentation including mix design, material proportions, and test results substantiating that the mix design conforms to specification requirements.

Make all final trial batches using the proposed ingredients in a mixer that is representative of the mixers to be used on the job. Make the batch size at least 50% of the mixer's rated capacity. Perform fresh concrete tests for slump and make, cure, and test strength specimens for compliance with specification requirements. Test at least 3 sets of design strength specimens with 2 specimens per set in accordance with both Tex-

418-A and Tex-448-A for each test age (ex. six 7-day cylinders, six 7-day beams, six 28-day cylinders, and six 28-day beams). Before placing, provide the Engineer the option of witnessing final trial batches, including the testing of the concrete. If not provided this option, the Engineer may require additional trial batches, including testing, before the concrete is placed.

Establish 7-day compressive strength target values using the following formula for each concrete mix to be used:

Target Value= (4,400 psi)*(7-day avg. trial batch strength)/(28-day avg. trial batch strength)

When there are changes in aggregates or in type, brand, or source of cement or chemical admixtures, reevaluate the mix as a new mix design. A change in vendor does not necessarily constitute a change in materials or source. When only the brand or source of cement is changed and there is a prior record of satisfactory performance of the cement with the ingredients, new trial batches may be waived by the Engineer.

C. Storage of Materials.

1. Cement. Store all cement in weatherproof enclosures that will protect them from dampness or absorption of moisture.

When permitted, small quantities of sacked cement may be stored in the open, on a raised platform, and under waterproof covering for up to 48 hours.

2. Aggregates. Handle and store concrete aggregates in a manner that prevents contamination with foreign materials. If the aggregates are stored on the ground, clear the sites for the stockpiles of all vegetation, level the sites, and do not use the bottom 6-in. layer of aggregate without cleaning the aggregate before use.

Where space is limited, separate the stockpiles using physical barriers. Store aggregates from different sources in different stockpiles unless the Engineer authorizes pre-blending of the aggregates. Minimize segregation in stockpiles. Remix and test stockpiles when segregation is apparent.

Sprinkle stockpiles to control moisture and temperature as necessary. Maintain reasonably uniform moisture content in aggregate stockpiles.

3. Admixtures. Store admixtures in accordance with manufacturer's recommendations and prevent admixtures from freezing.

D. Measurement of Materials. Except for volumetric mixers, measure concrete materials by weight. Measure mixing water, consisting of water added to the batch, ice added to the batch, water occurring as surface moisture on the aggregates, and water introduced in the form of admixtures, by volume or weight. Measure ice by weight. Measure cement and supplementary cementing materials in a weigh hopper and on a separate scale from those used for other materials. Measure the cement first when measuring the cumulative weight. Measure concrete chemical admixtures in powdered form by weight. Measure concrete chemical admixtures in liquid form by weight or volume. Measure batch materials within the tolerances of Table 4.

Table 4
Measurement Tolerances – Non-Volumetric Mixers
(Reference Table 9 of Item 421, "Hydraulic Cement Concrete")

When measuring cementitious materials at less than 30% of scale capacity, ensure that the quantity measured is accurate to not less than the required amount and not more than 4% in excess. When measuring aggregates in a cumulative weigh batcher at less than 30% of the scale capacity, ensure that the cumulative quantity is measured accurate to ±0.3% of scale capacity or ±3% of the required cumulative weight, whichever is less.

For volumetric mixers, base tolerances on volume–weight relationship established by calibration, and measure the various ingredients within the tolerances of Table 5.

Correct batch weight measurements for moisture.

When approved, under special circumstances, measure cement in bags of standard weight. Weighing of sacked cement is not required. Do not use fractional bags except for small hand-mixed batches of approximately 5 cu. ft. or less and when an approved method of volumetric or weight measurement is used.

Table 5
Measurement Tolerances – Non-Volumetric Mixers
(Reference Table 10 of Item 421, "Hydraulic Cement Concrete")

E. Mixing and Delivering Concrete. The use of an Ecocreto™ Certified Installer is a requirement. If the installing contractor and concrete producer do not have sufficient experience with Ecocreto™, the installing contractor shall retain an experienced consultant to monitor production, handling, and placement operations at the contractor's expense.

Mix and deliver concrete (without Ecocreto™ admixture) by means of one of the following operations:

- central-mixed,
- shrink-mixed,
- truck-mixed,
- volumetric mixer-mixed, or
- hand-mixed.

Add Ecocreto™ admixture at site and mix a minimum of 40 revolutions or to required consistency.

Operate mixers and agitators within the limits of the rated capacity and speed of rotation for mixing and agitation as designated by the manufacturer of the equipment.

Re-tempering or adding concrete chemical admixtures is only permitted at the job site when concrete is delivered in a truck mixer. Do not add water after the introduction of mixing water at the batch plant except on arrival at the job site, with approval, to adjust the slump of the concrete. Turn the drum or blades at least 30 additional revolutions at mixing speed to ensure thorough and uniform mixing of the concrete. Do not add water or chemical admixtures to the batch after any concrete has been discharged.

Maintain concrete delivery and placement rates sufficient to prevent cold joints.

Before unloading, furnish the delivery ticket for the batch of concrete containing the information required on Department Form 596, "Concrete Batch Ticket."

1. **Central-Mixed Concrete.** Provide concrete that is mixed completely in a stationary mixer. Mix concrete for a period of 1 min. for 1 cu. yd. and 15 sec. for each additional cu. yd. of rated capacity of the mixer unless mixer performance test data demonstrate that shorter mixing times can be used to obtain a uniform mix in accordance with Tex-472-A. Count the mixing time from the time all the solid materials are in the drum. Charge the mixer so that some water will enter before the cement and aggregate. Ensure that all water is in the drum by the end of the first 1/4 of the specified mixing time. Adjust the mixing time if necessary to achieve a uniform mix. Concrete mixed completely in a stationary mixer must be delivered to the project in a truck mixer, truck agitator, or non-agitating delivery vehicle. When a truck mixer or truck agitator is used for transporting concrete, use the manufacturer's designated agitating speed for any turning during transportation. Non-agitating delivery vehicles must be clean and free of built-up concrete with adequate means to control concrete discharge. Deliver the concrete to the project in a thoroughly mixed and uniform mass, and discharge the concrete with a satisfactory degree of uniformity. Resolve questions regarding the uniformity of the concrete by testing when directed by the Engineer in accordance with Tex-472-A.

2. **Shrink-Mixed Concrete.** Provide concrete that is first partially mixed in a stationary mixer and then mixed completely in a truck mixer. Partially mix for the minimum time required to intermingle the ingredients in the stationary mixer, and then transfer to a truck mixer and mix the concrete at the manufacturer's designated mixing speed for an adequate amount of time to produce thoroughly mixed concrete. Deliver the concrete to the project in a thoroughly mixed and uniform mass, and discharge the concrete with a satisfactory degree of uniformity.

3. **Truck-Mixed Concrete.** Mix the concrete in a truck mixer from 75 to 100 revolutions at the mixing speed designated by the manufacturer to produce a uniform concrete mix. Deliver the concrete to the project in a thoroughly mixed and uniform mass and discharge the concrete with a satisfactory degree of uniformity. Additional mixing at the job site at the mixing speed designated by the manufacturer is allowed as long as concrete is discharged before the drum has revolved a total of 300 revolutions after the introduction of the mixing water to the cement and the aggregates.

4. **Volumetric Mixer-Mixed Concrete.** Unless otherwise specified or permitted, perform all mixing operations in accordance with manufacturer's recommended procedures. Provide an accurate method of measuring all ingredients by volume, and calibrate equipment to assure correct measurement of materials within the specified tolerances.

5. **Hand-Mixed Concrete.** When permitted, for small placements of less than 2 cu. yd., mix up to a 2-sack batch of concrete by hand methods or in a small motor-driven mixer. For such placements, proportion the mix by volume or weight.

F. Placing, Finishing, and Curing Concrete. Place, finish, and cure concrete in accordance with the pertinent Items.

G. Sampling and Testing of Concrete. Unless otherwise specified, all fresh and hardened concrete is subject to testing as follows:

1. Sampling Fresh Concrete. Provide all material to be tested. Fresh concrete will be sampled for testing at the discharge end if using belt conveyors or pumps. When it is impractical to sample at the discharge end, a sample will be taken at the time of discharge from the delivery equipment and correlation testing will be performed and documented to ensure specification requirements are met at the discharge end.

2. Testing of Fresh Concrete. Results of tests will not determine acceptance.

a. Slump. Tex-415-A.

b. Temperature. Tex-422-A.

c. Making and Curing Strength Specimens. Tex-447-A.

3. Testing of Hardened Concrete. Results of tests will not determine acceptance.

a. Compressive Strength. Tex-418-A.

b. Flexural Strength. Tex-448-A.

4. Certification of Testing Personnel. Contractor personnel performing testing must be either ACI-certified or qualified by a Department-recognized equivalent written and performance testing program for the tests being performed. Personnel performing these tests are subject to Department approval. Use of a commercial laboratory is permitted. All personnel performing testing using the maturity method must be qualified by a training program recognized by the Department before using this method on the job.

5. Test Sample Handling. Unless otherwise shown on the plans or directed, remove forms and deliver department test specimens to curing facilities, in accordance with pertinent test procedures. Clean and prepare forms for reuse.

H. Adequacy and Acceptance of Concrete. The Engineer will sample and test fresh concrete for acceptance in accordance with Section 4.A.3, “Water.”

5. Measurement and Payment. The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

Special Specification 6455
Grounding and Bonding for Electrical Systems

1. DESCRIPTION

Furnish and install grounding and bonding systems and equipment for electrical systems. Provide special applications to include underground distribution grounding, ground bonding common with lightning protection system, and foundation steel electrodes.

2. REFERENCES

Perform the work in accordance with the following:

- Item 618, “Conduit”
- Item 620, “Electrical Conductors”
- “Electrical Underground Vault”
- “Fire Rated Cable and Conduit”
- “Fire Rated Enclosures and Junction Boxes”
- “Control Voltage Electrical Power Cables”
- “Tunnel Lighting”
- “Motor Control Center with Variable Frequency Motor Controllers”
- “Switchboard”
- “Panelboards”
- “Uninterruptible Power Supply”
- “Manual Transfer Switch with Quick Connect”
- “Package Engine Generator”
- “Lighting Control Pane”
- “CCTV (Closed Circuit Television).”

3. SUBMITTALS

3.1. **Submittals**. Submittals include product data and shop drawings. Submit manufacturer’s standard product data and project-specific shop drawings, including:

- product data for each type of product,
- closeout submittals,
- operation and maintenance data, and
- plans showing as-built, dimensioned locations of system described in Section 4.13, “Field Quality Control,” including test wells, ground rods, ground rings, and grounding arrangements and connections for separately derived systems.

4. MATERIALS

4.1. **System Description.** Use electrical components, devices, and accessories listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application. Comply with UL 467 for grounding and bonding materials and equipment.

4.2. **Conductors**. Ensure bare copper conductors and associated materials comply with the following:

- Stranded Conductors. ASTMB8;
- Tinned Conductors. ASTMB33;
- Bonding Cable. 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 in. (6 mm) in diameter;
- Bonding Conductor. No. 4 or No. 6 AWG, stranded conductor;
- Bonding Jumper. Copper tape, braided conductors terminated with copper ferrules; 1-5/8 in. (41 mm) wide and 1/16 in. (1.6 mm) thick;
- Tinned Bonding Jumper. Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 in. (41 mm) wide and 1/16 in. (1.6 mm) thick; and
- Grounding Bus. Use predrilled rectangular bars of annealed copper, 1/4 in. by 4 in. (6.3mmby 100mm) in cross-section, 4 ft. long, with 9/32 in. (7.14-mm)holes spaced 1-1/8 in. (28 mm)apart. Stand-off insulators for mounting must comply with UL 891 for use in switchboards, 600 V and be Lexan or PVC, impulse tested at 5000 V.

4.3. **Connectors**. Ensure connectors are listed and labeled by an NRTL acceptable to authorities with jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

- Welded Connectors. Use exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- Bus-Bar Connectors. Use compression type, copper or copper alloy, with two wire terminals.
- Beam Clamps. Use mechanical type, terminal, ground wire access from four directions, with dual, tin□plated or silicon bronze bolts.
- Cable-to-Cable Connectors. Use compression type, copper or copper alloy.
- Cable Tray Ground Clamp. Use mechanical type, zinc-plated malleable iron.
- Conduit Hubs. Use mechanical type, terminal with threaded hub.
- Ground Rod Clamps. Use mechanical type, copper or copper alloy, terminal with hex-head bolt.
- Lay-in Lug Connector. Use mechanical type, copper rated for direct burial terminal with set screw.
- Service Post Connectors. Use mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- Signal Reference Grid Clamp. Use mechanical type, stamped-steel terminal with hex-head screw.
- Straps. Use solid copper, cast-bronze clamp. Rated for 600 A.
- Tower Ground Clamps. Use mechanical type, copper or copper alloy, terminal one-piece clamp.
- U-Bolt Clamps. Use mechanical type, copper or copper alloy, terminal listed for direct burial.

4.4. **Grounding Electrodes.** Ensure grounding electrodes and associated materials comply with the following:

- Ground Rods. Use copper-clad steel, 3/4 in. by 10 ft. (19 mm by 3 m); and
- Ground Plates. Ensure plates are 1/4 in. (6 mm) thick, hot-dip galvanized.

5. CONSTRUCTION

5.1. **Conductors**. Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated. For underground grounding conductors, install bare tinned-copper conductor, No. 2/0 AWG minimum. Bury at least 30 in. (750 mm) below grade.

5.2. **Grounding Bus**. Install grounding bus in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated. Install bus horizontally, on insulated spacers 2 in. (50 mm) minimum from wall, 6 in. (150 mm) above finished floor unless otherwise indicated. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.

5.3. **Conductor Terminations and Connections.** For pipe and equipment grounding conductor terminations, use bolted connectors. For underground connections, use welded connectors except at test wells and as otherwise indicated. Use bolted connectors when connecting to ground rods at test wells. Use welded connectors when connecting to structural steel.

5.4. **Grounding at the Service**. Connect equipment grounding conductors and grounding electrode conductors to the ground bus. Install a main bonding jumper between the neutral and ground buses.

5.5. **Grounding Separately Derived Systems.** Generator: Install grounding electrodes at the generator location. Connect the electrode to the equipment grounding conductor and to the frame of the generator.

5.6. **Grounding Underground Distribution System Components.** Comply with IEEEC2 grounding requirements

5.7. **Grounding Manholes and Handholes.** Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 in. (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 in. (50mm) above to 6 in. (150 mm) below concrete. Seal floor opening with waterproof, non-shrink grout.

5.8. **Grounding Connections to Manhole Components.** Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors to be level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.

5.9. **Pad-Mounted Transformers and Switches.** Ground utility provided equipment per ONCOR grounding standards.

5.10. **Equipment Grounding.** Install insulated equipment grounding conductors with all feeders and branch circuits.

5.11. **Fence Grounding.** For fences that enclose electrical power distribution equipment, ground as required by IEEEC2 unless otherwise indicated.

5.12. **Installation.** Perform installation in accordance with the requirements provided below.

5.12.1. **Grounding Conductors.** Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

5.12.2. **Ground Bonding Common with Lightning Protection System.** Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor and install in conduit.

5.12.3. **Ground Rods.** Drive rods until tops are 2 in. (50 mm) below finished floor or final grade unless otherwise indicated. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

5.12.4. **Bonding Straps and Jumpers.** Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

5.12.5. **Bonding to Structure**. Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.

5.12.6. **Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports.** Install bonding so vibration is not transmitted to rigidly mounted equipment.

5.13. **Outdoor Locations.** Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

5.14. **Field Quality Control**. Perform tests and inspections. Consider the grounding system defective if it does not pass tests and inspections. After installing grounding system, but before permanent electrical circuits have been energized, test for compliance with requirements. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Perform tests at ground rods before any conductors are connected. Testing must measure ground resistance no fewer than 2 full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance, and perform tests by fall-of-potential method according to IEEE 81.

Prepare test and inspection reports. Include measured ground resistances that exceed the following values:

- 10 ohms for power and lighting equipment or system with capacity of 500 kVA and less,
- 5 ohms for power and lighting equipment or system with capacity of 500 to 1000 kVA,
- 3 ohms for power and lighting equipment or system with capacity more than 1000 kVA,
- 3 ohms for power distribution units or panelboards serving electronic equipment,
- 5 ohms for substations and pad-mounted equipment, and
- 10 ohms for manhole grounds.

5.15. Excessive Ground Resistance. If resistance to ground exceeds specified values, notify the Engineer promptly and include recommendations to reduce ground resistance.

5.16. Quality Assurance. Include testing agency qualifications on the submittal. The testing agency must be certified by NETA.

6. MEASUREMENT AND PAYMENT

6.1. The work performed, materials, labor, tools, shop drawings, operational testing, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

Special Specification 7340
Fabric Shade Canopies

1. DESCRIPTION

Furnish labor, materials, and equipment to install fabric shade canopy structures in accordance with these Specifications and the details and locations shown on the plans. The fabric shade canopy structure must consist of a metal roof supported by steel tube beam-column frames.

2. MATERIALS

Furnish new and unused materials for this project unless otherwise specified on the plans.

Provide sun-shade fabric for exterior use and tensile type structure support. Fabric sun-shade system to include all hardware and attachments required per design.

2.1. ASTM D751 - Standard Test Methods for Coated Fabrics.

2.2. ASTM D2136 - Standard Test Method for Coated Fabrics-Low-Temperature Bend Test.

2.3. ASTM D4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.

Fabric Sun-Shade system may include support posts if engineered design requires.

3. CONSTRUCTION

3.1. **Submittals:** For each type of product submit product data.

3.2. **Shop Drawings:** Include details of materials, construction, and finish. Include relationship with adjacent construction.

3.2.1. Show layout of fabric shade sails and the point of tensile connection.

3.2.2. Show tensile support system to include fabric to tensile system hardware and attachment to stable support.

3.3. **Samples:** Provide samples of each exposed fabric material used on shade sails.

3.4. **Delegated Design Submittal:** For the tensile structure type fabric shade canopy system and supporting anchors including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

3.5. **Quality Assurance:**

3.5.1. For Manufacturer: Company specializing in manufacturing products specified in this section with a minimum five years documented experience.

3.5.2. For Installer: Company specializing in performing Work of this section with minimum two years documented experience with projects of similar scope and complexity.

3.5.3. For Delegated Designer: For professional engineer's experience with providing delegated-design engineering services of the kind indicated, including documentation that the engineer is licensed in the State in which Project is located.

3.6. **Delivery, Storage, and Handling:** Store and handle material and product in strict compliance with manufacturer's written instructions and recommendations. Protect from damage due to excessive temperature, and construction operations.

3.7. **Fabrication:**

3.7.1. Shade canopy shape, size and layout per approved shop drawings and made of manufacturers standard fabric for exterior extreme weather conditions.

3.7.2. Fabric properties to comply to testing for trapezoid tear, grab tensile, strip tensile, hydrostatic resistance, and dead load seam strength per ASTM standards.

3.7.3. Fabric color as selected by design team from manufacturer's standard range.

3.7.4. Fasteners and hardware of non-corrosive material. Non-staining bolts, shims and accessory items.

3.8. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

3.8.1. Lawrence Fabric & Metal Structures
3.8.2. Miami Awning
3.8.3. ShadeSails.com LLC
3.8.4. Landscape Structures Inc.
3.8.5. USA Shade
3.8.6. Superior Shade

4. MEASUREMENT

For the basis of the schedule of values, this Item will be measured by each canopy structure, complete as shown on the plans.

5. PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals to complete this work in accordance with this Item and measured as provided under "Measurement" will not be paid for directly, but will be subsidiary to the lump sum unit price bid.

United States Department of the Interior

FISH AND WILDLIFE SERVICE

Texas Coastal Ecological Services Field Office
17629 El Camino Real, Suite 211
Houston, Texas 77058
281/286-8282 / (FAX) 281/488-5882

In Reply Refer To:
FWS/R2/02ETTX00-2021-I-3463

December 22, 2021

Michael Shannon
Galveston County Engineer
722 Moody
Galveston, Texas 77550

Dear Mr. Shannon:

Thank you for your letter, dated December 9, 2021, regarding Galveston County's[1] proposed Bay Side Improvements Project at Rollover Pass and its on-going consultation with the U. S. Fish and Wildlife Service (Service) pursuant to Section 7 of the Endangered Species Act. The subject project involves the construction of a bayside waterfront recreational park. The approximate 8-acre project site includes a shade pavilion, bird observation tower, picnic tables, trash receptacles, bike racks, educational signage, a gravel parking lot, American Disabilities Act-compliant decomposed granite or pervious walking paths, exercise stations with equipment and associated lighting for public use. The project is located adjacent to the south side of Rollover Bay, north of Highway 87, in Gilchrist, Galveston County, Texas. Galveston County is requesting concurrence with a may affect not likely to adversely affect determination for the threatened piping plover *(Charadrius melodus*) and red knot (*Calidris canutus rufa)*.

Galveston County has determined that its proposed project will have no effect on: West Indian Manatee (*Trichechus manatus),* Attwater's greater prairie chicken (*Tympanuchus cupido attwateri),* eastern black rail (*Laterallus jamaicensis ssp. jamaicensis*), leatherback sea turtle (*Dermochelys coriace),* hawksbill sea turtle (*Eretmochelys imbricate)*, loggerhead sea turtle (*Caretta caretta)*, green sea turtle (*Chelonia mydas),* Kemp's ridley sea turtle (*Lepidochelys kempii)* and piping plover *(Charadrius melodus)* critical habitat. No additional coordination with the Service is necessary for these species.

The Service concurs that the proposed project is not likely to adversely affect the federally

[1] Galveston County is the designated non-federal representative for the U.S. Department of Housing and Urban Development for this project.

listed piping plover (PIPL) and red knot (REKN). This concurrence is based on a review of Service files, e-mail correspondence, written correspondence, conference calls, and the implementation of the following avoidance and minimization measures.

AVOIDANCE AND MINIMIZATION MEASURES

- PIPL critical habitat (e.g., the project area adjacent to the bayside shoreline) will be avoided with a minimum of a 25 meter (82ft) buffer. The exception to this distance is the planned birding observation tower, which will be elevated and positioned to minimize disturbance to birds utilizing the area.
- Project boundaries and associated buffers will be marked to avoid impacts to PIPL critical habitat.
- Project equipment and materials will be staged and/or stored adjacent to roadways, i.e. Hwy 87.
- The use of construction lighting will be minimized, directed toward the construction activity area, and shielded from view outside of the project area to the maximum extent practicable.
- Permanent lighting will be minimized, directed toward the project area (i.e., pointed away from Rollover Bay and other PIPL and REKN habitat), be down shielded and shielded from view outside of the project area, and will follow the Dark Skies[2] or Texas Bird City guidelines for lighting[3] to the maximum extent feasible.
- Avoid construction of any high structures that may attract raptors (prey on shorebirds). If such structures are necessary, bird diverters (raptor diverters) will be used.
- A designated qualified wildlife monitor will be identified and will act as the single point of contact responsible for communication and reporting endangered species issues throughout construction of the project.
- All construction crewmembers, qualified wildlife monitor, and on all site project managers will attended training in PIPL and REKN recognition prior to the initiation of, or their participation in, project work activities. Training will be conducted by a qualified biologist[4] and include 1) recognition of PIPL and REKN 2) project avoidance measures 3) reporting criteria 4) contact information for different rescue agencies in the area.
- The project proponents will ensure a qualified monitor trained in the recognition of piping plovers and red knots will survey the work area for the presence of these species prior to the start of construction activities each day.
- If a PIPL or REKN is observed in the active construction area, work will be stopped until the bird(s) leave the site.
- Public outreach will be initiated to educate park users about the PIPL and REKN by

[2] https://www.darksky.org/light-pollution/wildlife/

[3] https://tpwd.texas.gov/wildlife/birding/bird-city-texas/certifiedcommunities/galveston

[4] contact the Service for guidance on training with a qualified biologist

installing public education signs along the trail and birding area.

In the event the project changes or additional information on listed or proposed species becomes available, the project should be reanalyzed for effects not previously considered. If you have any questions, or need additional information, please contact staff biologist Moni Belton at 281-212-1512 or Moni_Belton@fws.gov.

Sincerely,



Charles Ardizzone
Field Supervisor

cc: Nancy Baher, Galveston County, Galveston, TX
Julie Diaz, Galveston County, Galveston, TX
Celine Finney, Texas General Land Office, Austin, TX
Angel Peltola, Texas General Land Office, Austin, TX
Esther Rodriquez, Berg Oliver, Houston, TX
Jarrod Choate, HNTB Corporation, Houston, TX
Sarah Calfee, HNTB Corporation, Houston, TX
David Hoth, USFWS, Houston, TX

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval to authorize the County Judge to sign GLO form for Appointment of Labor Standards Officer for CDBG Rounds 1 and 2.3 submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	10/30/25 2:09 pm
2	Dianna Martinez	Approve	10/31/25 10:29 am

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Appointment of Labor Standards Officer

Subrecipient:	Galveston County	Contract Number:	16-209-000-9676

Labor Standards Officer:

I, Mark Henry (County Judge) hereby appoint Nancy Baher

Name of Mayor/County Judge — Name of Designated Officer

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under Title I of the Housing and Community Development Act of 1974 which requires the payment of Davis-Bacon Act prevailing wage rates (which are determined by the DOL) to all workers on GLO-CDR construction projects exceeding $2,000 (42 USC §5310) and all other governing regulations.

The appointed Labor Standards Officer's contact information is:

722 Moody, Galveston TX 77550	
Address, City, State, and Zip Code	
409.770.5556	Nancy.Baher@Co.Galveston.Tx.Us
Phone Number	Email
Nancy Baher	10/29/2025
Signature of Labor Standards Officer	Date

Appointed **Alternate** Labor Standards Officer for the aforementioned contract. Note that an **Alternate** Labor Standards Officer is optional, but recommended.

The appointed **Alternate** Labor Standards Officer is:

Name of Designated Alternate Officer	
Address, City, State, and Zip Code	
Phone Number	Email

I acknowledge the appointment and duties of Labor Standards Officer.

Signature of Alternate Labor Standards Officer	Date

	Mark Henry	
Signature of Elected Official	Title: (Mayor/County Judge)	Date

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of rescinding the approval of File 25-1429 for the October 13, 2025, meeting, authorizing the County Engineer to negotiate engineering contracts for the 2025 Road and Bridge and Drainage Bond projects submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/3/25 5:41 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration to rescind RFQ 25-050 Professional Services for Future Engineering Projects submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/3/25 5:45 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Request for waiver or refund of penalty and interest due to clerical errors as recommended by Penalty & Interest Review Committee submitted by the Tax Assessor/Collector

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 8:08 am

Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us

October 21, 2025

The Honorable Mark Henry
Galveston County Judge
722 Moody Ave
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met on October 14, 2025, and based on a review of all available information, request approval of waivers or refunds listed below due to clerical errors on the part of the Tax Office, agent of the Tax Office or Galveston Central Appraisal District as provided by Section 33.011 of the Texas Property Tax Code. Signed copies of the Committee Findings and Recommendation are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
519617	Seawall Tuscan Villas	2021	$2,145.67 (W)
519617	Seawall Tuscan Villas	2022	$2,324.04 (W)
519617	Seawall Tuscan Villas	2023	$2,420.49 (W)
519617	Seawall Tuscan Villas	2024	$2,151.06 (W)
520248	Baize, Eva M.	2024	$893.78 (R)
416501	Ruch, Terry & Joanne	2024	$1,164.63 (W)
141926	Sardelich, Patrick	2024	$1,548.50 (W)
118919	Goodson, Amy	2024	$522.75 (W)
288764	Bogle, George & Julie	2024	$211.04 (R)

Sincerely,

Cheryl E. Johnson, PCC, CTOP

Office of Galveston County
Assessor & Collector
Property Tax Department
722 Moody, Galveston, Texas 77550
Telephone (409) 766-2481 ✪ Fax (409) 766-2479
Email: galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bogle, George & Julie

Account #(s): 288764

Date Considered: 10/14/25 Tax Year in Question: 2024

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

[✓] Error on part of CAD, GCTO or USPS (proper documentation provided) MORTGAGE CO

[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)

[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error

[ ] Error made by customer when making online payment; no provisions

[ ] Other: _____

Reviewers:

County Tax Assessor Collector

Chief Deputy Property Tax & Support Services

Mark Ciavaglia, Linebarger, et al

Office of Galveston County
Assessor & Collector
Property Tax Department
722 Moody, Galveston, Texas 77550
Telephone (409) 766-2481 ✪ Fax (409) 766-2479
Email: galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Goodson, Amy

Account #(s): 118919

Date Considered: 10/14/25 Tax Year in Question: 2024

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

[✓] Error on part of CAD, GCTO or USPS (proper documentation provided)

[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)

[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error

[ ] Error made by customer when making online payment; no provisions

[ ] Other: Incorrect/delay in records from GCAD

Reviewers:

County Tax Assessor Collector

Chief Deputy Property Tax & Support Services

Mark Ciavaglia, Linebarger, et al

PT 30 Findings and Recommendation Revised 05-06-2022

Office of Galveston County
Assessor & Collector
Property Tax Department
722 Moody, Galveston, Texas 77550
Telephone (409) 766-2481 ✪ Fax (409) 766-2479
Email: galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Sardelich Patrick

Account #(s): 141926

Date Considered: 10/14/25 Tax Year in Question: 2024

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

[✓] Error on part of CAD, GCTO or USPS (proper documentation provided) mortgage company

[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)

[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error

[ ] Error made by customer when making online payment; no provisions

[ ] Other: _____

Reviewers:

County Tax Assessor Collector

Chief Deputy Property Tax & Support Services

Mark Ciavaglia, Linebarger, et al

Office of Galveston County
Assessor & Collector
Property Tax Department
722 Moody, Galveston, Texas 77550
Telephone (409) 766-2481 ✪ Fax (409) 766-2479
Email: galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): RUCH TERRY & JOANNE

Account #(s): 416501

Date Considered: 10/14/25 Tax Year in Question: 2024

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

[✓] Error on part of CAD, GCTO or USPS (proper documentation provided)

[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)

[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error

[ ] Error made by customer when making online payment; no provisions

[ ] Other:

Reviewers:

County Tax Assessor Collector

Chief Deputy Property Tax & Support Services

Mark Ciavaglia, Linebarger, et al

PT 30 Findings and Recommendation Revised 05-06-2022

Office of Galveston County
Assessor & Collector
Property Tax Department
722 Moody, Galveston, Texas 77550
Telephone (409) 766-2481 ✪ Fax (409) 766-2479
Email: galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Kessler, Eva

Account #(s): 520248

Date Considered: 10/14/25 Tax Year in Question: 2024

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

[✓] Error on part of CAD, GCTO or USPS (proper documentation provided)

[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)

[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error

[ ] Error made by customer when making online payment; no provisions

[ ] Other: _____

Reviewers:

County Tax Assessor Collector

Chief Deputy Property Tax & Support Services

Mark Ciavaglia, Linebarger, et al

Office of Galveston County
Assessor & Collector
Property Tax Department
722 Moody, Galveston, Texas 77550
Telephone (409) 766-2481 ✪ Fax (409) 766-2479
Email: galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): SEAWALL TUSCAN VILLAS OWNERS ASSN C/O EPM

Account #(s): 519617

Date Considered: 10/14/25 Tax Year in Question: 2021-2024

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

[✓] Error on part of CAD, GCTO or USPS (proper documentation provided)

[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)

[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error

[ ] Error made by customer when making online payment; no provisions

[ ] Other: _____

Reviewers:

County Tax Assessor Collector

Chief Deputy Property Tax & Support Services

Mark Ciavaglia, Linebarger, et al

PT 30 Findings and Recommendation Revised 05-06-2022

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*29.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 10/23/2025
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact: Betsy Thomas**
6) **Description: Elevation Tri-Party Agreement for engineering at 30 Lakeside Drive, Hitchcock, Texas.**

7) **PEID No: 723521**
8) **Req No: RFQ #B242004**
9) **Orgkey: 2890-299234**
10) **Object Code: 2481000**
11) **Vendor: Aron & Franklin Engineering, Inc.**
12) **Vendor Contract No: CM240194**

Expenditure Budget/Revenue Projections

13) **Fund Name: HMGP Elevation Batch One**
14) **Fund #: 2890-299237**
15) **Current Year Budgeted: $500,000.00**
16) **Current Year Projected: $18,200.00 - Less 25% Match from Property Owner ($4,550)**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $13,650.00**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/30/2024
23) **Auto Renewal Contract:** No
24) **Bid No: B242004**
25) **Contract End Date:** 9/29/2026
26) **Contract # Issued by Purchasing Department: CM24094 (231603 // SC-0000521)**

NOTES: Contract awarded 09/30/2024 in CC- Item 61 (3/4/24) HB1295 on file

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	10/28/25 12:48 pm
2	Melissa Fleming	Approve	10/28/25 1:28 pm
3	Francisco Rodriguez	Approve	10/28/25 4:25 pm
4	Diana Huallpa	Approve	10/28/25 5:02 pm
5	Sergio Cruz	Approve	10/30/25 11:02 am
6	Veronica Van Horn	Approve	10/31/25 2:44 pm

Galveston County – Grant Administration Department
TDEM-HMGP Contracts DR-4332-0025 and DR-4332-0239
Engineering Homeowner Payment

Date Payment received: 10/22/25

Homeowner Name(s): Dean Chiles

Project Address: 30 lake side Dr. Hitchcock, TX 77563

HMGP Project Number: 25

Payment Type: Check

Check #: 0007953 93

Amount: $ 4,550.00

Payment for Engineering Services from Aran & Franklin Engineering, Inc.

Design Fee: $ 5,750.00

High Elevation: $ 1,600.00

Inspections: $ 2,100.00

Technical Report: $ 3,800.00

Elevation Certificate: $ 1,200.00

Topographical Survey: $ 850.00

Final Survey: $ 500.00

Ground Penetrating Radar: $ 2000

Total: $ 18,200.00

Federal Share (75%): $ 13,650.00

Homeowner (25%): $ 4,550.00

HMGP Elevation – Batch 1 2890-299237-4401050	HMGP Elevation – Batch 3 2890-299238-4401050

Received by County/Employee: M. Ayr

Date submitted to Treasurers Office: _____

THIS DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL BASE WARNING BOX

AMOCO
FEDERAL CREDIT UNION
"A Member Owned Cooperative Organization"

PO Box 889
Texas City, Texas 77592-0889
(409) 948-8541

DATE
08-13-25

88-8939
3131

CHECK NO : 000795393

OFFICIAL CHECK

YOU CANNOT PUT A STOP PAYMENT ON THIS CHECK FOR 90 DAYS UNLESS: It is LOST, STOLEN, or DESTROYED. In order to put a stop payment on a CERTIFIED/OFFICIAL CHECK, the member must purchase an indemnity bond for the amount of the item. An indemnity bond can be purchased from any insurance company.

PAY FOUR THOUSAND FIVE HUNDRED FIFTY AND .00 DOLLARS

AMOUNT
********4,550.00

VOID IF NOT CASHED WITHIN 90 DAYS

TO THE ORDER OF GALVESTON COUNTY OR DEAN RAY CHILES

REF ENGINEERING CONTRACT

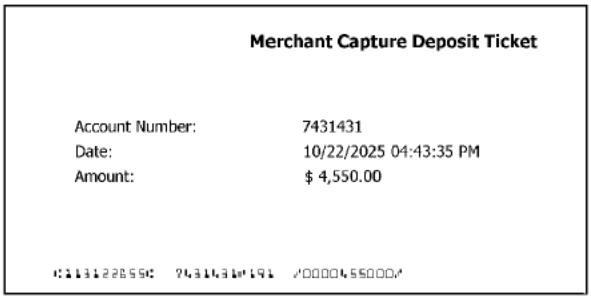
AUTHORIZED SIGNATURE

[redacted]

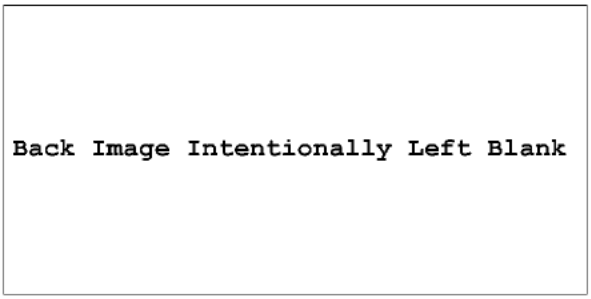
VOID

Deposit Image Report

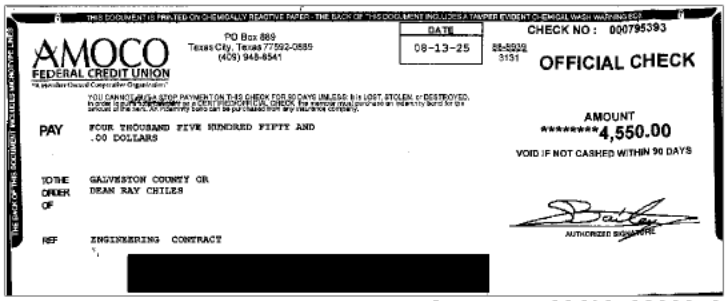
Submitted Date:	10/22/2025 04:43:39 PM	**Customer Name:**	Galveston County Clerk
Deposit Account:	Demand Acct. -1431	**Deposit Total:**	4,550.00
Deposit Status:	Transmitted	**Deposit Tracking:**	M008069273
Location:	L 1-Treasurer Dept	**Number of Debits:**	1


Merchant Capture Deposit Ticket

Account Number: 7431431
Date: 10/22/2025 04:43:35 PM
Amount: $ 4,550.00


Back Image Intentionally Left Blank

Sequence: 8069273000001
Item Amount: $4,550.00
Check Number:


AMOCO FEDERAL CREDIT UNION
PO Box 889
Texas City, Texas 77592-0889
(409) 948-8541

DATE 08-13-25
CHECK NO : 000795393
OFFICIAL CHECK

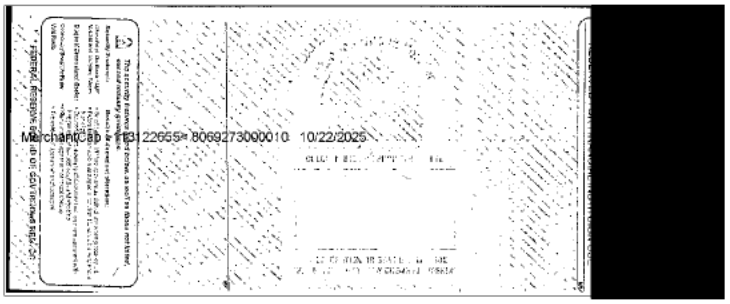
PAY FOUR THOUSAND FIVE HUNDRED FIFTY AND .00 DOLLARS

AMOUNT ********4,550.00
VOID IF NOT CASHED WITHIN 90 DAYS

TO THE ORDER OF GALVESTON COUNTY CR
DEAN RAY CHILES

REF ENGINEERING CONTRACT

AUTHORIZED SIGNATURE


Merchant Capture 3122655* 8069273000010 10/22/2025

Sequence: 8069273000010
Item Amount: $4,550.00
Check Number: 795393

10/22 2025

No. 241723

Received from Grant Administration Department the sum of

Four thousand five hundred fifty x 00/00 ($ 4,550.00)

For: HMGP Project Number 25 (Dean Chiles)

Ref. No. CK # 795393 Memo

Cash ____ Money Order ____

Check ✓ Credit Card ____

Signed Mien Tran

Office Treasury - CC

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

TRI-PARTY ELEVATION ENGINEERING AGREEMENT

Texas Division of Emergency Management
Hazard Mitigation Grant Program (HMGP)
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: DR-4332-0025 & 0239

INTRODUCTION OF CONTRACT PARTIES

This Tri-Party Elevation Engineering Agreement (further known as AGREEMENT) is made by, between, and among the **County of Galveston, Texas** (further known as COUNTY),

Dean R. Chiles (further known as PROPERTY OWNER) and **Aran & Franklin Engineering, Inc.** (further known as ENGINEER), each of whom is a PARTY to this agreement and who are collectively further known as the PARTIES, and this agreement is effective upon the full execution of this AGREEMENT with the date of the last PARTY's signature.

This AGREEMENT pertains solely to engineering services under the HMGP program and does not include construction services.

PROPERTY OWNER
All persons and/or entities listed on the official real property Title/Deed filed at the Galveston County Clerk's Office must sign and acknowledge receipt of this agreement and any associated communications.

All owners listed on the deed must be verified through official property records prior to execution. Title/Deed for the PROPERTY lists the following as the official address for the property:

> LOT THIRTY (30) OF BAYOU VISTA ADDITION NO. TWO (2), A SUBDIVISION IN GALVESTON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254-A, PAGE 78, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

Title/Deed for the PROPERTY lists the following person(s)/entity(s) name(s):

Dean R. Chiles

In exchange for the mutual promises contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree to the following:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

ENGINEER shall perform professional services associated with testing and engineering design for the structure located at **30 Lakeside Dr, Hitchcock, TX 77563**, as described in EXHIBIT A – ENGINEER'S COST ESTIMATE.

The NOTICE TO PROCEED shall be issued after a Purchase Order for this property has been issued by the COUNTY's Purchasing Agent.
The services shall be provided subject to the terms and conditions of this AGREEMENT and the contract between the COUNTY and the ENGINEER attached as EXHIBIT B.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY to serve as the PARTY's contact for purposes of administering this AGREEMENT:

GALVESTON COUNTY:

Elizabeth (Betsy) Thomas
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-5355
Elizabeth.thomas@co.galveston.tx.us

COUNTY AGENT:

Faisel Nofal
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-2497
Faisel.nofal@galvestoncountytx.gov

Aran & Franklin Engineering, Inc.

Chandra Franklin Womack, PE
8419 Emmett F Lowry Expressway
Texas City, TX 77591
409-935-5200
chandra@aranfranklin.com

COUNTY AGENT:

Rebecca Whitlock, GrantWorks
2201 Northland Drive
Austin, Texas 78756
346-471-5828
rebecca.whitlock@grantworks.net

PROPERTY OWNER ADMINISTRATIVE CONTACT(S)*:

Name(s): Dean Chiles
Address: 30 Lakeside Dr, Hitchcock, Tx 77563
Phone: 409-457-2819 409-771-5052
Email: chilesdean@gmail.com

*Only those persons/entities listed within the real property records on file in the Office of the Galveston County Clerk as a Grantee of the PROPERTY may serve as the PROPERTY OWNER'S designated contact(s) under the AGREEMENT. If the PROPERTY OWNER's wish to designate any other person, the PROPERTY OWNER must provide a certified copy of a Power of Attorney covering such transaction to the COUNTY or provide a certified copy of Letters of Appointment as Guardian of the Estate covering the person listed as the Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to the execution of this AGREEMENT and a copy attached as EXHIBIT C.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed below for the purpose of this AGREEMENT:

1. ADA means the American with Disabilities Act and implementing regulations.
2. FEMA means the United States Department of Homeland Security Federal Emergency Management Agency.
3. GSA means the United States General Services Administration.
4. HMA Unified Guidance means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by FEMA, which governs HMGP program implementation requirements.
5. ICC means Increased Cost of Compliance and refers to the coverage under the National Flood Insurance Program.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

6. NFIA means the National Flood Insurance Act of 1968, as amended.
7. NFIP means the National Flood Insurance Program.
8. HMGP means the Hazard Mitigation Grant Program.
9. TDEM means the Texas Division of Emergency Management.
10. TWIA means the Texas Windstorm Insurance Association.

B. Definitions. The following terms shall have the meanings ascribed herein for the purposes of this AGREEMENT. Defined terms are also indicated by the use of all capitalized letters or parenthesis.

1. **AGREEMENT** means this Tri-Party Elevation Engineering Agreement. All EXHIBITS attached hereto are incorporated into and made a part of this AGREEMENT. The following EXHIBITS are included:
    a. EXHIBIT A. ENGINEER'S COST ESTIMATE
    b. EXHIBIT B. Contract between the COUNTY and ENGINEER
    c. EXHIBIT C. Any applicable Power of Attorney or Letters of Appointment as Guardian of Estate
    d. EXHIBIT D. DUTY TO INFORM form from PROPERTY OWNER
    e. EXHIBIT E. Blank FEMA Elevation Certificate and Instruction (2012 Edition) (FEMA Form 086-0-33) as an example.
    f. EXHIBIT F. EXAMPLE - MITIGATION OFFER/Declination Notice
    g. EXHIBIT G. TDEM-specific clauses
    h. EXHIBIT H. FEMA Record of Environmental Consideration
    i. EXHIBIT I. Sample Engineering and Construction Schedule
    j. EXHIBIT J. Mobility Accommodation Documentation
    k. EXHIBIT K. Conflict of Interest Disclosure
    l. EXHIBIT L. Model Acknowledgement of Conditions
    m. EXHIBIT M. Galveston County Appraisal Document

2. **CHANGE ORDER** means any change to the elements of this AGREEMENT, which requires review, agreement, and signature by all three PARTIES: the COUNTY, the ENGINEER, and the PROPERTY OWNER.

3. **COMMENCEMENT DATE** means the date represented on the NOTICE TO PROCEED from the COUNTY to the ENGINEER, which **marks the official start of the engineer-design process as authorized by the COUNTY. The NOTICE TO PROCEED will not be issued until the COUNTY's Purchasing Agent has approved and issued a Purchase Order.**

4. **COMPLETION DATE** means the expected date the engineering design will be complete. Any additional time needed for engineering design will require a CHANGE ORDER to this agreement. All extensions must be reviewed and approved by the COUNTY.

5. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, **serving as the subrecipient under TDEM and providing program oversight through its contracted grant administrator**.

6. **COUNTY AGENT** means any person, department, or contractor assigned or authorized by the COUNTY to perform duties under this AGREEMENT, including grant administration.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

7. **ENGINEERING COST ESTIMATE** means the **projected amount** from the ENGINEER to inspect, assess, test, and **design the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** for the PROPERTY.

8. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established under 1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; 2) notification of violating facilities pursuant to Executive Order 11738; 3) protection of wetlands pursuant to Executive Order 11990; 4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 et seq; 5) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. Seq.; 6) Environmental Protection Agency regulations, 40 CFR, Part 50, as amended; 7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and 8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), as applicable to engineering-related assessments and documentation under this AGREEMENT.

9. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** means the engineered design from the ENGINEER for an individual property that has been reviewed, approved, **sealed by the licensed ENGINEER**, and signed by **an authorized representative of the COUNTY**. The plans **must not include any design elements outside the scope of work approved in the grant agreement**.

10. **FINAL COMPLETION** means the point when the ENGINEER has fulfilled all obligations under this AGREEMENT and the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS have been accepted by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work approved by the grant agreement. Final Completion occurs when the following have been completed and submitted to the COUNTY:
    a. Engineering deliverables outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

    b. All field reports, inspection notes, and verification of engineered recommendations provided.

    c. A complete list of any subcontractors or third-party professionals who performed work on, or contributed to, the engineering deliverables.

    d. Confirmation that all utilities and access conditions relevant to the design scope were properly assessed.

    e. A preliminary elevation certificate or benchmark recommendation may be included by the ENGINEER, but the final FEMA Elevation Certificate (FEMA Form 086-0-33; see EXHIBIT E) will be provided post-construction.

    f. Any additional items specifically required by the COUNTY under this AGREEMENT.

11. **FULL ELEVATION CONTRACT AMOUNT** means the total amount for both phases:

    a. the **ENGINEERING PHASE**, which includes initial inspections, testing, and the development of the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**; and

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

b. the **CONSTRUCTION PHASE**, which includes the bidding process, assessments, and elevation of the structure as identified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** produced during Phase One.

This amount does not include any work beyond the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS

12. **IMPROVEMENTS** mean the structure and related improvements on the PROPERTY that are eligible for elevation under the HMGP grant program guidelines, as outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The HMGP grant program guidelines state elevation of a structure may consist of the following:
    a. Slab elevation.
    b. Slab separation and elevation.
    c. Pier and beam elevation.
    d. Piling and beam elevation.
    e. Demolition/Removal.
    f. Engineering Design.
    g. Construction, and/or
    h. Other required items as specified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

13. **MATCH AMOUNT** means the 25% match required to be paid by the PROPERTY OWNER as required by the HMGP grant guidelines.

14. **MITIGATION OFFER** means the amount equal-to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS, in accordance with the terms and condition of this AGREEMENT. The price for specific items of work will be stated in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

15. **MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA** means the mandatory form recorded with the property deed that confirms the PROPERTY OWNER's acceptance of grant program conditions, including the ongoing requirement to maintain National Flood Insurance Program (NFIP) coverage and comply with applicable floodplain management regulations.

16. **NON-ELEVATION COSTS** mean costs related to assessments, inspections, or recommendations made by the ENGINEER that are **outside the FEMA-approved scope** for elevation under the HMGP program. These may include recommendations for cosmetic repairs, remodels, additions, or unrelated code upgrades that are not essential to the elevation design. Such costs are **not reimbursable** under the HMGP grant and must be excluded from the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

17. **NOTICE TO TEMPORARILY VACATE** means the notice to PROPERTY OWNER once the ELEVATION CONSTRUCTION CONTRACTOR has been awarded for the IMPROVEMENTS and they notify the COUNTY they will be ready to commence with construction within thirty (30) days.

18. **PRIMARY RESIDENCE** means a dwelling that the PROPERTY OWNER has actually lived in for eighty percent (80%) of the prior consecutive 365 days or eighty percent (80%) of the period of

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

ownership if the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver's license, homestead exemption and/or like documents.

19. **PROGRAM** means the Galveston County Hazard Mitigation Grant Program (HMGP) where the COUNTY and the Texas Division of Emergency Management (TDEM) entered into contract number(s) DR-4332-0025 and DR-4332-0239 for the administration of this elevation grant program.

20. **PROJECT HARD COSTS** mean the total cost of the project including ELEVATION and NON-ELEVATION COSTS as identified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS as well as TEMPORARY HOUSING.

21. **PROPERTY** means a specified parcel of real property that is the site of the structure to be elevated and includes the real property (land), the structure (e.g., home) and other improvements on the real property parcel.

22. **PROPERTY OWNER** means the eligible applicant(s) and recipient of the HMGP Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

23. **RFQ** means **Request for Qualifications #B242004 issued by Galveston County** for the purpose of selecting and contracting with the ENGINEER to perform eligible engineering services under this AGREEMENT.

24. **TEMPORARY HOUSING** means a place to live for a limited period of time and for the purposes of this AGREEMENT and means the lodging costs incurred by the PROPERTY OWNER during the period of time that the PROPERTY OWNER is displaced from their PRIMARY RESIDENCE due to eligible elevation activities directly associated with this PROGRAM. TEMPORARY HOUSING is eligible for reimbursement to the PROPERTY OWNER only if the PROPERTY is proven to be the PRIMARY RESIDENCE of the PROPERTY OWNER and the costs are directly attributable to the period of time the PROPERTY OWNER is displaced from the PRIMARY RESIDENCE due to eligible activities directly associated with the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS but does not include food, transportation costs or time associated with the activities associated with any NON-ELEVATION COSTS. TEMPORARY HOUSING costs eligible for reimbursement under the HMGP grant program are limited to reasonable lodging expenses and must be supported by receipts and proof of payment submitted by the PROPERTY OWNER to the COUNTY. These costs are eligible for **75% reimbursement through the HMGP grant**, with the **remaining 25% to be paid by the PROPERTY OWNER** as required by the program's cost-share requirements. TEMPORARY HOUSING costs are considered reasonable if the amounts are less than or equal to the per diem lodging rates established by the U.S. General Services Administration (GSA) for the WORKSITE location.

25. **WORK ORDER** means the work detail and project cost as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

26. **WORKSITE** means the site within the PROPERTY where the elevation is occurring and any surrounding area within the PROPERTY necessary for the ELEVATION CONSTRUCTION CONTRACTOR's ingress to or egress from the property (entry or exit) to perform the elevation

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

activities as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

ARTICLE IV. ENGINEERING SERVICES COST SHARING AND PAYMENT SCHEDULE

This Article outlines the engineering-related financial obligations only and does not authorize or initiate construction activities. See EXHIBIT A.

1. Financial Summary:

ENGINEERING COST ESTIMATE	$ 18,200
COUNTY's Financial Responsibility (75%)	$ 13,650
PROPERTY OWNER MATCH AMOUNT (25%)	$ 4,550

2. Payments from PROPERTY OWNER
   a. Payment of the required 25% match from the PROPERTY OWNER in the form of a cashier's check is due at the time this AGREEMENT is signed. Payments will be deposited in a designated account at the COUNTY and a NOTICE TO PROCEED will be issued to the ENGINEER, which will allow the ENGINEER to proceed with inspections, assessments, testing and engineering activities.

ARTICLE V. PROPERTY OWNER'S OBLIGATIONS

A. **MATCH AMOUNT**: As outlined in Article IV, the required 25% match must be paid by the Property Owner at the time of agreement execution.

B. **REIMBURSEMENT**: If it is determined through assessments, inspections, and testing that the structure is not suitable for elevation, the ENGINEER will notify the COUNTY. The COUNTY will, in turn, notify the PROPERTY OWNER. A portion of the MATCH AMOUNT paid by the PROPERTY OWNER may be eligible for reimbursement, subject to COUNTY review and approval, depending on the stage of engineering services performed and allowable costs under the HMGP grant.

C. **MAINTAIN NFIP INSURANCE: The PROPERTY OWNER agrees to maintain flood insurance through the National Flood Insurance Program (NFIP) and not through private flood insurance programs, to insure against the loss of the real property in an amount at least equal to the project cost or assessed value of the real property (whichever is higher), and up to the NFIP maximum of $250,000.**

D. The PROPERTY OWNER acknowledges and agrees that the following notice of NFIP flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office and will include: 1) The name of the current PROPERTY OWNER, 2) The book and page reference to record the current title, and 3) The legal description of the PROPERTY, and will state the following:

> "This property has received Federal Hazard Mitigation Assistance. Federal Law requires that NFIP flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 515a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order."

DC Initial

Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

E. **TAXES**: PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:

1. Be paid in full and current,
2. Be under a formal deferral, or
3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

F. **COOPERATION**: PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICAITONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.

G. **DUTY TO INFORM**: PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos			
Lead Paint			
Buried Lines			
Septic Systems			
Water Wells			
Bees			
Propane Tanks			
Sinkholes			
Other (specify):			

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

H. **MEDICAL NEEDS**: PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERT OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a permanent physical disability,

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order."

_____Initial

Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

E. **TAXES**: PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:

1. Be paid in full and current,
2. Be under a formal deferral, or
3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

F. **COOPERATION**: PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICAITONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.

G. **DUTY TO INFORM**: PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos			
Lead Paint			
Buried Lines			
Septic Systems			
Water Wells			
Bees			
Propane Tanks			
Sinkholes			
Other (specify):			

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

H. **MEDICAL NEEDS**: PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERT OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a permanent physical disability,

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

a licensed physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible cost of the project. See EXHIBIT J – Mobility Accommodation Documentation

I. **NO CHANGES TO THE FINAL APPROVED ENIGINERING PLAN AND SPECIFICAITONS:** PROPERTY OWNERS will have the opportunity to meet with the ENGINEER to discuss the engineered design of the elevation project. A final version with a rendering will be presented to the PROPERTY OWNER for review and any possible changes. Once the FINAL APPROVED ENGINEERING PLAN AND SPECIFICAITONS have been signed off on, no changes may be made without prior written approval from the COUNTY due to cost control and grant regulations. Any possible changes must be requested in writing and approved in writing by the COUNTY prior to implementation.NO EXTRAS: No unauthorized scope changes or additional services will be permitted from the ENGINEER without the COUNTY's prior written consent. This AGREEMENT pertains solely to engineering services. Any reference to construction or non-engineering activities is beyond the scope of this AGREEMENT and must be addressed separately through COUNTY approval.

J. **PRIOR LIEN HOLDER RIGHTS:** PROPERTY OWNER is required to certify by affidavit on EXHIBIT F the existence or non-existence of any prior lien (e.g., mortgage, deed of trust) on the PROPERTY. If such a lien exists, the PROPERTY OWNER must notify and obtain written consent from the lien holder before executing this AGREEMENT. PROPERTY OWNER further acknowledges that any existing lien on PROPERTY may include restrictions that prohibit the PROPERTY OWNER from entering into or performing this AGREEMENT. Failure to obtain such consent may constitute an event of default under the lien and could result in legal consequences, including foreclosure or loss of the PROPERTY. The COUNTY is not responsible for determining the existence of any lien or for securing consent from the lien holder. These responsibilities lie solely with the PROPERTY OWNER.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

K. **PROPERTY OWNER'S REPRESENTATIONS:** PROPERTY OWNER represents the following to the COUNTY and ENGINEER:

1. PROPERTY OWNER is the fee simple owner of the PROPERTY – meaning they are the complete and total owner of the PROPERTY, which gives them the right to do anything they wish on the land as long as it falls within the established easements and zoning laws.
2. PROPERTY OWNER affirms that, aside from a standard mortgage or first-lien deed of trust, the PROPERTY is free from additional liens, claims, unpaid assessments, or encumbrances that may affect participation in this PROGRAM. If required, the PROPERTY OWNER shall assist the COUNTY in obtaining any necessary documentation or notifications from lienholders.
3. No written contract (or affidavit regarding an oral contract) related to the engineering design or elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County. The PROPERTY OWNER affirms that no third-party agreements exist that may conflict with the scope, intent, or funding requirements of this AGREEMENT.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

affecting any of such warranties, representations, certifications, material or information prior to the date of the signing of this contract.

5. All financial statements delivered to the COUNTY by or on behalf of the PROPERTY OWNER are each true and correct in all respects and there has been no material adverse change in such statements as of the date of the signing of this contract.
6. PROPERTY OWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render them insolvent. If solvency concerns exist or a bankruptcy has occurred, the PROPERTY OWNER must have disclosed them to the COUNTY prior to signing, and the COUNTY must execute this AGREEMENT with full awareness of such disclosures.

L. **ASSIGNMENTS:** PROPERTY OWNER shall not assign or otherwise transfer this AGREEMENT, in whole or in part, without prior written approval of the COUNTY. If such consent is granted, the COUNTY may require that the original PROPERTY OWNER remain responsible for obligations under this AGREEMENT unless the COUNTY approves a full substitution of parties in writing.

In the event of the death or incapacitation of the PROPERTY OWNER, any successor in interest (e.g., heir, executor, or legal representative) must promptly notify the COUNTY and submit documentation of legal authority. Such successor shall be required to either:

(a) assume full responsibility under this AGREEMENT, subject to COUNTY approval; or
(b) formally withdraw from the PROGRAM under COUNTY-defined procedures, which may include reimbursement obligations if Federal funds have been expended.

M. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** will be presented to the PROPERTY OWNER for review, acceptance, and execution at the completion of the engineering phase. If the PROPERTY OWNER **accepts**, they must return an executed copy of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS to the COUNTY within **seven (7) calendar days** of the ENGINEER's presentation.

If the PROPERTY OWNER **does not accept**, they must provide written notice to the COUNTY within the same seven (7) calendar day period, stating the reason(s) for non-acceptance.

No further actions by the COUNTY or ENGINEER will proceed without written acceptance of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS by the PROPERTY OWNER.In cases where no response is received within the allotted time, the COUNTY reserves the right to determine the next steps, which may include pausing the project, issuing a formal withdrawal notice, or offering a limited extension.

N. **INDEMNITY:** To the extent permitted by law, the PROPERTY OWNER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, the ENGINEER, and any designated COUNTY AGENT from and against any and all claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the PROPERTY OWNER's negligent acts, errors, or omissions under this AGREEMENT.

O. **STATE PROVISIONS: PROPERTY** OWNER must comply with all applicable provisions listed in EXHIBIT G (TDEM-Specific Clauses) of this AGREEMENT.

ARTICLE VI. ENGINEER OBLIGATIONS

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

A. **Standards of Elevation:** In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be engineered in a good and professional manner, fit for their intended purpose, fully equipped with materials of high quality, strictly in accordance with each of the following, as applicable: (i) the WORK ORDER; (ii) the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS; (iii) the RFQ; (iv) the Environmental Standards; (v) FEMA Floodplain regulations; (vi) if applicable, TWIA requirements, and (vii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. **No changes to the Scope of Work:** Once the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS are reviewed, agreed-upon, and signed, no changes shall be made except with the prior written approval of the COUNTY. This AGREEMENT does not authorize construction activities. Any construction or material changes made by an ELEVATION CONSTRUCTION CONTRACTOR or subcontractor must be addressed under a separate construction agreement and are subject to COUNTY review and approval.

C. **Corrective Action:** If the ENGINEER identifies any issues based on the engineering scope that may affect the design, safety, or feasibility of elevation activities, the ENGINEER shall promptly notify the COUNTY and recommend corrective actions as appropriate. ENGINEER shall maintain a detailed record of all such issues, including documentation of any pre-existing damages observed during inspections or assessments. These damages must be clearly noted in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The PROPERTY OWNER will be required to sign off on this documentation to acknowledge the condition of the property prior to elevation construction.

D. **Records Retention:** ENGINEER shall keep and maintain all records associated with this AGREEMENT for a minimum of seven (7) years from the formal closure of the grant project with the State, or for the duration required by applicable Federal, State, or Local laws — whichever period is longer. ENGINEER shall allow the COUNTY reasonable access to the records in the ENGINEER's possession, custody, or control that the COUNTY deems necessary to assist in auditing the services, costs, and payments provided under this AGREEMENT. ENGINEER shall also allow reasonable access to representatives of the State of Texas granting agency, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

E. **Prompt Payment:** ENGINEER will promptly pay all subcontractors or third-party professionals associated with assessments, preliminary elevation certificates (if applicable), testing, and other services associated with the development of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

F. **Allocation of Profit:** ENGINEER agrees that any monies received pursuant to this AGREEMENT shall first be applied to the payment of all outstanding invoices from subcontractors or service providers involved in assessments, testing, or other engineering tasks, before any portion is applied to ENGINEER's overhead or profit.

G. **Debarment and Suspension:** ENGINEER certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other applicable federal responsibility matters. ENGINEER agrees to include this certification in all contracts between itself and any subcontractors associated with surveying, testing, or other activities conducted under this AGREEMENT. If at any time ENGINEER becomes noncompliant with Executive Order 12549 or other applicable regulations, it shall immediately notify the COUNTY in writing and refund any payments received under this AGREEMENT during the period of ineligibility.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

H. **Equal Opportunity / Non-Discrimination:** ENGINEER agrees to comply with all applicable Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination based on race, color, religion, national origin, sex, familial status, disability, or veteran status. ENGINEER further agrees to include this certification in all contracts with subcontractors or third parties engaged in surveying, testing, or other services performed under this AGREEMENT.

I. **Assignment:** ENGINEER shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the ENGINEER of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a material default under the AGREEMENT and grounds for immediate termination of this AGREEMENT.

J. Latent Site Conditions: Under no circumstances will the ENGINEER be responsible for any costs incurred with respect to hidden or unknown defects that exist at the project site. Any and all costs incurred by the ENGINEER in connection with identifying, addressing, or mitigating such latent or unknown conditions shall be recoverable by the ENGINEER, subject to prior written approval by the COUNTY.

K. **Indemnity:** To the extent permitted by law, the ENGINEER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, and the PROPERTY OWNER from and against any claims, liabilities, damages, or expenses incurred by the COUNTY or PROPERTY OWNER, to the extent caused by the ENGINEER's negligent acts, errors, or omissions in connection with the performance of this AGREEMENT.

L. **Note:** This AGREEMENT pertains solely to engineering services. Any references to construction activities in Article VI are for context or coordination purposes only. They do not expand the ENGINEER's scope, responsibilities, or liability to include construction services. All construction activities are governed under a separate agreement.

M. **Conflict of Interest Disclosure**: The ENGINEER has completed and submitted a Conflict-of-Interest Questionnaire (CIQ) as required under Chapter 176 of the Texas Local Government Code. The completed CIQ is attached to this AGREEMENT as Exhibit K and is incorporated herein by reference. The ENGINEER agrees to update the CIQ within seven (7) days of any event that would require a change in the information disclosed. This obligation remains in effect throughout the term of this AGREEMENT.

N. **DUE DILIGENCE RESPONSIBILITY:** ENGINEER is solely responsible for determining whether elevation activities will interfere with any recorded instrument, deed restriction, easement, or regulation affecting the PROPERTY. The COUNTY makes no warranty regarding title or encumbrances.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to the PROPERTY OWNER and ENGINEER, or either of them, is limited to disbursing the MITIGATION OFFER amount in accordance with the terms and conditions of this AGREEMENT. No additional obligation or liability is implied or assumed by the COUNTY beyond this disbursement.

B. **Non-Responsibility of COUNTY for Third-Party Actions:** The COUNTY is not responsible for any of the following (this list is illustrative, and not exclusive):
   a. The quality or timing of the ENGINEER's services to develop the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS;
   b. The quality or timing of the elevation construction;
   c. Resolution of disputes between the ENGINEER and PROPERTY OWNER;

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

d. Enforcement of this AGREEMENT, or any other agreement between the ENGINEER and the PROPERTY OWNER;
e. Payment of PROPERTY OWNER's funds to ENGINEER regarding excess engineering costs above the MITIGATION OFFER amount;
f. Removal of liens;
g. Curing title defects;
h. Acts or omissions of the ENGINEER, PROPERTY OWNER, or other contractor or supplier.

C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to the ENGINEER or the PROPERTY OWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening ENGINEER and PROPERTY OWNER, approving contracts and subcontracts, and approving the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be taken by the COUNTY solely for its own protection. Except for the COUNTY's express obligations under this AGREEMENT, nothing herein shall be construed to create any obligation or liability on the part of the COUNTY to the ENGINEER, PROPERTY OWNER, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by the ENGINEER or subcontractors, or prevention of claims for mechanic's liens.

D. **Limitation of Warranties:** To the fullest extent allowed by law, the COUNTY makes no warranties of any kind, express or implied, to the PROPERTY OWNER, and the PROPERTY OWNER waives all warranties and representations from the COUNTY, whether oral or written, whether expressed or implied, concerning the PROPERTY or IMPROVEMENTS, including, without limitation, any warranty of habitability, fitness for a particular purpose, or construction in a good and workmanlike manner. Nothing herein shall be construed to limit the ENGINEER's responsibilities to the PROPERTY OWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. **ENGINEER Default:** ENGINEER will be in default under this AGREEMENT upon the occurrence of any of the following events:
   (i) ENGINEER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure;
   (ii) ENGINEER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or
   (iii) ENGINEER commits a default under any other contract it has entered into with Galveston County.

In the event of the ENGINEER's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

a. Terminate this AGREEMENT on written notice to ENGINEER.
b. Compel the ENGINEER to stop the work under this AGREEMENT on written notice to the ENGINEER, whereupon the ENGINEER shall withdraw from the project and assign to the COUNTY all subcontractors as the COUNTY may request, and transfer all assessments, testing, permitting, plans, and specifications developed to date as the COUNTY may direct.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

c. Complete the work, either with or without using ENGINEER's assessments, testing, permitting, plans, and specifications.
d. Withhold payment of any further sums due to ENGINEER under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon the COUNTY shall determine the amount, if any, of damages caused by the ENGINEER's default, the amount to which ENGINEER is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate the ENGINEER for the use of the ENGINEER's assessments, testing, permitting, plans and specifications. Upon such determination, COUNTY shall pay to the ENGINEER the net amount which may be due, if any, in accordance with such determination.
e. Sue ENGINEER for damages, injunctive, or equitable relief.

In addition to the remedies stated here, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY's waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. **PROPERTY OWNER's Default**: PROPERTY OWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
   a. PROPERTY OWNER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure.
   b. PROPERTY OWNER becomes insolvent or unable to pay its debts as they become due, declares bankruptcy, or makes an assignment for the benefit of creditors.
   c. PROPERTY OWNER is in default under any other contract it has entered into with Galveston County.
   d. PROPERTY OWNER has misused the proceeds of this MITIGATION OFFER.
   e. PROPERTY OWNER has made material misrepresentations in connection with this AGREEMENT. In the event of PROPERTY OWNER's default, the COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions at its sole discretion:
      i. Terminate this AGREEMENT upon written notice to the PROPERTY OWNER.
      ii. Direct the ENGINEER to stop the work under this AGREEMENT, either temporarily or permanently. Notwithstanding the foregoing, sums earned or incurred by the ENGINEER through the date of termination shall be preserved subject to COUNTY review.
      iii. Withhold payment of any further sums due to the ENGINEER for any unearned portion of the activities described under this AGREEMENT.
      iv. Pursue damages, injunctive, or equitable relief as permitted by law.

C. **COUNTY's Discretionary Termination:** The COUNTY reserves the right to terminate this AGREEMENT, in whole or in part, upon written notice to the ENGINEER and PROPERTY OWNER, if continued performance is determined to be contrary to federal or state grant requirements, administratively infeasible, or inconsistent with the COUNTY's mitigation program objectives. In such an event, the COUNTY will compensate the ENGINEER for all eligible and documented services satisfactorily performed up to the effective date of termination, subject to FEMA and TDEM approval.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. **Relationship of the parties to this AGREEMENT**: ENGINEER is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the parties, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.

B. **Immunity Retained:** The parties to this AGREEMENT agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any and all defenses, including but not limited to claims of sovereign, qualified, or official immunity, against any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its elected officials, officers, employees, or agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. **Inspection:** Representatives from the Federal Government, the State, the COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. ENGINEER and PROPERTY OWNER shall take all steps necessary to ensure that representatives from the Federal Government, the State, the COUNTY, or their designees are permitted to examine and inspect all documentation, assessments, testing results, permits, plans, and specifications related to this AGREEMENT. Such inspections shall not constitute acceptance of work, nor shall they impose any responsibility on the Federal Government, the State, or the COUNTY for defective work, nor shall they relieve either party of liability for breach of this AGREEMENT.

D. **Notice:** Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered to the respective party or parties as addressed in ARTICLE II: ADMINISTRATIVE CONTACTS. Any notice shall be deemed delivered—whether actually received or not—when deposited in the United States mail, postage fully paid, via certified mail, and addressed to the intended recipient at the notice address set forth on the Cover Page and in ARTICLE II: ADMINISTRATIVE CONTACTS. Notice given in any other manner shall be effective only if and when received by the intended recipient. Any change of address for notice must be communicated in writing and delivered in accordance with the CHANGE ORDER process under this AGREEMENT.

E. **Entirety of Agreement:** This AGREEMENT contains the entire agreement and understanding among the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter of this AGREEMENT or the services or deliverables to be provided under it.

F. **Duty to Provide Additional Information:** PROPERTY OWNER and ENGINEER shall, within three (3) business days of receipt, furnish to the COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any of the following:
    a. Any governmental or private authority having jurisdiction over the PROPERTY;
    b. Any insurance company carrying a policy pertaining to the PROPERTY;
    c. Any lender holding a lien or security interest against any part of the PROPERTY; or
    d. Any person asserting a claim against the PROPERTY OWNER, ENGINEER, or the PROPERTY.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas.

H. **Severability:** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then such legal limitations shall be deemed a part of this AGREEMENT and shall operate to amend or modify the affected provision to the minimum extent necessary to bring it into conformity with applicable law. As so modified, this AGREEMENT shall remain in full force and effect.

J. **Force Majeure:** No party to this AGREEMENT shall be liable for any failure or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is caused by acts of God, acts of public enemies, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (regardless of whether employee demands are reasonable or within the party's power to satisfy), failures of common carriers, internet service providers, or other communication systems, cyberattacks, criminal acts, acts of governmental authorities (civil or military, domestic or foreign), or the failure or delay of third parties or agencies from whom a party must obtain approvals, licenses, permits, or materials (collectively, "Force Majeure Occurrences"). Any resulting delay shall not constitute a breach of this AGREEMENT, and all affected deadlines shall be extended for a period equal to the time lost due to such delays. No party shall be liable to the other for any claims, damages, or losses resulting from a Force Majeure Occurrence.

K. **Authority:** Each party to this AGREEMENT represents and warrants that the individual executing this AGREEMENT on its behalf has full power and authority to do so, and that this AGREEMENT constitutes the legal, valid, and binding obligation of each party.

L. **Amendment:** This AGREEMENT may be amended only by a **written instrument signed by all parties** to this AGREEMENT, with each party's authorization properly documented.

M. **Survival:** The provisions of **ARTICLES I, II, IV, VI(G), VII(C), (D), IX(B), (J), X, XI** and EXHIBIT G – TDEM Specific Clauses shall survive the termination or expiration of this AGREEMENT.

ARTICLE X. DUPLICATION OF BENEFITS & LEGAL SETTLEMENTS

The PROPERTY OWNER agrees to notify the COUNTY in writing of any financial settlement, insurance claim, grant payment, or legal judgment received that relates, in whole or in part, to the HMGP-funded elevation of the subject PROPERTY. The PROPERTY OWNER acknowledges and agrees that any such funds received for the same purpose as assistance provided under this AGREEMENT may constitute a Duplication of Benefits (DOB) and may result in a reduction of current or future grant funds or a required repayment to the COUNTY.

This includes, but is not limited to, payments or reimbursements from:

- Lawsuits related to structural damages or construction defects;

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

- Insurance claims following disasters;
- ICC (Increased Cost of Compliance) proceeds;
- Private grants or other FEMA-funded programs.

This obligation to disclose is required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). Failure to disclose these funds may constitute a material breach of this AGREEMENT and could result in disqualification from future FEMA assistance or legal recovery actions by the COUNTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

ARTICLE XI. DISPUTE RESOLUTION

In the event of a disagreement, dispute, or claim arising from or related to this AGREEMENT, including but not limited to the performance, interpretation, application, or breach of any term herein, the following process shall govern:

A. **Notice and Initial Resolution Effort:** The PARTY asserting a dispute shall notify the other PARTY/PARTIES in writing, clearly identifying the nature of the dispute, the impacted provisions of the AGREEMENT, and the requested resolution. Upon receipt of such notice, the PARTIES shall make a good faith effort to resolve the dispute through informal discussion within ten (10) business days.
B. **COUNTY Review and Determination:** If the dispute is not resolved informally, the COUNTY shall have the authority to review the matter and issue a written determination within fifteen (15) business days. The COUNTY's decision shall be based on applicable contract terms, FEMA program rules and regulations, and any supporting documentation submitted by the PARTIES.
C. **Non-Binding Mediation (Optional):** Should either the ENGINEER or PROPERTY OWNER disagree with the COUNTY's determination, the PARTY may submit a written request to enter into non-binding mediation. Mediation shall only proceed if the COUNTY agrees to participate. Mediation shall be conducted by a mutually agreed-upon mediator with FEMA or engineering contract expertise, and the process shall occur within thirty (30) calendar days of the request. Costs associated with mediation shall be shared equally by the requesting PARTIES. Nothing in this clause shall be construed to require the COUNTY's participation in disputes solely between the ENGINEER and the PROPERTY OWNER.
D. **No Waiver of Legal Rights:** Participation in any portion of this dispute resolution process does not waive any PARTY's legal rights, including the COUNTY's right to seek immediate injunctive relief or to terminate this AGREEMENT under ARTICLE VIII. This section is intended to provide a structured resolution process while preserving all remedies available at law or in equity.
E. **Continued Performance: Unless** otherwise directed by the COUNTY, all PARTIES shall continue to fulfill their obligations under this AGREEMENT during the dispute resolution process.
F. The County reserves the right to terminate this Agreement in the event of noncompliance, homeowner withdrawal, or failure to adhere to program timelines or requirements.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

****The remainder of this page is intentionally left blank****

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

This AGREEMENT is hereby **EXECUTED** by the parties of this AGREEMENT, each respective party acting by and through its duly authorized representative, to be effective on the date specified herein.

PROPERTY OWNER(S)
(ALL PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY MUST SIGN):

Dean R. Chiles — 10/22/25

Dean R. Chiles — Date

ENGINEER

DocuSigned by:
245D94BF30F7440...

10/16/2025

Chandra Franklin Womack, PE — Date
Aran & Franklin Engineering, Inc.
Title: CEO/President

Printed Name and Title

COUNTY

Mark Henry, Galveston County Judge — Date

Dwight Sullivan, Galveston County Clerk — Date Attested

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT A
ENGINEER'S COST ESTIMATE

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Exhibit A: Engineering Cost Estimate

Applicant ID	GALH-E104-25	
Homeowner	**Sum of Total**	
Dean R Chiles	**$**	**18,200**
30 Lakeside Dr	**$**	**18,200**
M1	$	7,050
M2	$	7,350
M3	$	1,100
M4	$	700
M5	$	2,000
Grand Total	**$**	**18,200**

Milestone 1 (M1)		
Elevation Certificate	$	400.00
Ground Penetrating Radar	$	2,000.00
Technical Report (Soils Report)	$	3,800.00
Topographical Survey	$	850.00
Total:	**$**	**7,050.00**
Milestone 2 (M2)		
Design Completion & Acceptance	**$**	**7,350.00**
Milestone 3 (M3)		
Construction Milestone 2 Inspection	$	700.00
Mid Lift EC	$	400.00
Total:	**$**	**1,100.00**
Milestone 4 (M4)		
Construction Milestone 3 Inspection	**$**	**700.00**
Milestone 5 (M5)		
Construction Milestone 4 Inspection	$	700.00
Final EC	$	400.00
Final Survey	$	500.00
WS Certification	$	400.00
Total:	**$**	**2,000.00**
Total Engineering:	**$**	**18,200.00**

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT B
CONTRACT BETWEEN COUNTY AND ENGINEER

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

State of Texas	§
	§
County of Galveston	§

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and Aran Franklin Engineering, Inc. (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties. This Agreement is to perform engineering services for home elevation within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

RECITALS

The County conducted a Request for Qualifications, Number RFQ #B242004, entitled "Galveston County Home Elevation Engineering Services" (the "RFQ"), to procure professional engineers to engineer-design the elevation of single-family dwellings impacted by Hurricane Harvey through the County to mitigate against future flooding (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering. The terms of the RFQ and submitter's proposal are fully incorporated herein as part of the contract as if fully stated in this document.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its Grants Administration Manager, of the various drawings, data, and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the Grants Administration Manager, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the Grants Administration Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards.

To implement this coordination, the Grants Administration Manager shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

of project status to the Grants Administration Manager and the Grants Administration Manager is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is **$500,000.00** including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Chandra Franklin Womack, P.E.
Aran & Franklin Engineering, Inc.
8419 Emmett F. Lowry
Texas City, TX 77591-2249

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Grants Administration Manager,
Professional Services
722 Moody Ave., 3rd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By:
Mark Henry
County Judge

Date Signed: September 30, 2024

Aran Franklin Engineering, Inc.

By:
Chandra Franklin Womack
P.E.

Date Signed: 9-27-2024

GALVESTON COUNTY COMMISSIONERS COURT

Attest:
Dwight D. Sullivan,
Galveston County Clerk

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Exhibit A

Pricing proposal for Galveston County September 20, 2024

Home elevations – Scope

Preliminary Design Inspections- photos of all 4 sides, field verify measurements of the house based on survey, measure and sketch location of all windows and doors, plate heights, roof slopes, etc.

Design Drawings – perimeter wall layouts, elevations of all 4 sides (existing and proposed), 3D Renderings in accordance with the NFIP standards in 44 CFR Part 60 and to the latest published edition of ASCE 24 or its equivalent criteria. Compare to original architectural plans, if available.

Structural Layout Plans – layout-based field Inspections and draw original structural plans. Lay out, sub pile locations, grade beams, footings, chain wall, stair & landing locations, ac decks, garage tie in, etc. Lay out flood vent plan design.

Windstorm and Structural Engineering Design – make engineering changes based on structural layouts and design drawings. Calculate vents needed for air and flood. Stamp and issue 100% plans and specifications for construction bids.

Inspections and Confirmations –

1. 30%/Milestone 2 Inspection and invoice certification (Dig and Lift)
2. 60% Completion Inspection (Piers pushed and formed Grade Beams)
3. 90%/Milestone 3 – Completion Inspection invoice certification (house fully lifted and secured)
4. 100%/Milestone 4 – Completion Inspection and invoice certification (all construction and documents complete)

Letter – vent plan letter for City of Galveston for any/all houses within the Galveston City Limits.

As-Builts- structural plans will be reissued "as-built" based on inspections and plan changes during construction provided to construction contractor for permit closeout.

One contract with individual task orders will be issued per address.

(855) 946-3364
(409) 935-5200
Info@AranFranklin.com
AranFranklin.com
8419 Emmett F Lowry Expy
Texas City, TX 77591
Chandra Franklin Womack, PE, CEO | Rachel Riley, PE | Dave Franklin, COO
Firm Registration No. F-4632

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Changes to scope after design drawings are approved will incur:

- CAD charges of $90/hr.
- Design at $90/hr.
- Structural at $125/hr.

LUMP SUM PRICING DESIGN:

- 1 story houses up to 5,500 SF under roof - $4,500.00
- Large 1 story and all 2 story houses - $5,750.00
- Higher elevations (structures above 6' require additional engineering) with larger spans add - $1,600.00

LUMP SUM PRICING INSPECTIONS AND WINDSTORM CERTIFICATION:

- All home sizes $2,500.00
- Additional letters $100 each unless inspections are required
- Failed inspections - contractor will have to pay a $400.00 reinspection fee as approved by Galveston County.

Geo-Technical Report* (Soils Report- includes up to (3) 25' borings)

- $3,800.00 / Lot

Surveying Pricing*: (Note: Topo pricing to be determined on a case-by-case basis based on lot size)

- Elevation Certificate: $400.00 each (need preliminary, mid lift and final)
- Topographical Survey: $+/- $850.00 - +/- $1,600.00
- Final Survey: $500.00 (showing elevated home and all access structures- as needed)

Use of existing elevation certificates and topographical surveys will be assessed on a case by case basis and pricing reduced accordingly if found to be acceptable for use on the project.

Ground Penetrating Radar* (slab scans- price varies based on home size)

- $2000.00 - $2750.00

RFQ (help design RFQ):

Assist in providing guidance for qualification of contractor pool.
Includes half day consultation on contractor qualification criteria and performance expectations and final review of RFQ specifications prior to issuance. $3500 (one time fee)

* Typical turnaround times for receipt of outsourced services are 3-4 weeks and weather dependent. We cannot finalize our plans without this information so this will affect the overall deliverable timeframes.

Customer Service Portal: pricing to be provided to GrantWorks

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT C
POWER OR ATORNEY
OR
LETTERS OF APPOINTMENT AS GUARDIAN OF ESTATE

(If Applicable)

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent (attorney in fact). Unless you specify otherwise, generally the agent's (attorney in fact's) authority will continue until:

(1) you die or revoke the power of attorney;
(2) your agent (attorney in fact) resigns or is unable to act for you; or
(3) a guardian is appointed for your estate.

I, **DEAN RAY CHILES, 30 Lakeside Drive, Hitchcock, Texas 77563,** appoint ALYSA MARIE CHILES, 30 Lakeside Drive, Hitchcock, Texas 77563, as my agent (attorney in fact) to act for me in any lawful way with respect to all of the following powers that I have initialed below. I do hereby revoke any and all former Statutory Durable Power of Attorney documents that may have been made by me at any time before the date of this Statutory Durable Power of Attorney.

YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (M).

TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF THE POWER. YOU MAY, BUT DO NOT NEED TO, CROSS OUT EACH POWER WITHHELD.

(A) _____ Real property transactions;

(B) _____ Tangible personal property transactions;

(C) _____ Stock and bond transactions;

(D) _____ Commodity and option transactions;

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

(E) _____ Banking and other financial institution transactions;

(F) _____ Business operating transactions;

(G) _____ Insurance and annuity transactions;

(H) _____ Estate, trust, and other beneficiary transactions;

(I) _____ Claims and litigation;

(J) _____ Personal and family maintenance;

(K) _____ Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;

(L) _____ Retirement plan transactions;

(M) _____ Tax matters;

(N) DC ALL THE POWERS LISTED IN (A) THROUGH (M). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE (N).

Special Instructions

Special instructions applicable to **agent compensation** (initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to compensation that is reasonable under the circumstances):

_____ My agent is entitled to reimbursement of reasonable expenses incurred on my behalf and to compensation that is reasonable under the circumstances.

DC My agent is entitled to reimbursement of reasonable expenses incurred on my behalf but shall receive no compensation for serving as my agent.

Special instructions applicable to **co-agents** (if you have appointed co-agents to act, initial in front of one of the following sentences to have it apply; if no selection is made, each agent will be entitled to act independently):

_____ Each of my co-agents may act independently for me.

_____ My co-agents may act for me only if the co-agents act jointly.

_____ My co-agents may act for me only if a majority of the co-agents act jointly.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

OR EXTENDING THE POWERS GRANTED TO YOUR AGENT :

NONE

UNLESS YOU DIRECT OTHERWISE BELOW, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT TERMINATES.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

DC ~~(A) This power of attorney is not affected by my subsequent disability or incapacity.~~

(B) This power of attorney becomes effective upon my disability or incapacity.

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this durable power of attorney if a physician certifies in writing at a date later than the date this durable power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this durable power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this durable power of attorney that is based on the determination made by a physician of my disability or incapacity.

Granting of Specific Authority

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your agent. If you DO NOT want to grant your agent one or more of the following powers, you may also CROSS OUT a power you DO NOT want to grant.)

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

DC

_____ Create, amend, revoke or terminate an inter vivos trust.

_____ The power to apply my property to make gifts outright to or for the benefit of a person, including by the exercise of a presently exercisable general power of appointment held by me, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift. This power is subject to the limitations of Section 751.032 of the Durable Power of Attorney Act (Section 751.032, Estates Code) and any special instructions in this power of attorney.

_____ Create or change rights of survivorship.

_____ Create or change a beneficiary designation.

_____ Authorize another person to exercise the authority granted under this power of attorney.

Termination of this Statutory Durable Power of Attorney

I agree that any third party who receives a copy of this document may act under it. Termination of this statutory durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

If any agent named by me dies, becomes incapacitated, resigns, or refuses to act, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provided in this document that the dissolution or declaration does not terminate the agent's authority to act under this power of attorney), I name the following (each to act alone and successively, in the order named) as successor(s) to that agent: First Successor: ANNLYN SOPHIA GUNN. Second Successor: NONE.

Signed this 18 day of Sept., 2025.

Dean Ray Chiles

DEAN RAY CHILES

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This document was acknowledged before me on the 18 day of September, 2025, by **DEAN RAY CHILES.**

EDWARD NISHIOKA
Notary Public, State of Texas
Comm. Expires 10-27-2027
Notary ID 130398087

NOTARY PUBLIC, STATE OF TEXAS

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT D
DUTY TO INFORM

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Duty to Inform

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): DEAN CHILES
Project Address: 30 LAKESIDE Drive, Hitchcock, TX 77563
HMGP Project Number: DR4332-25
Project #: 239
Date: 10/16/25

PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not Present	Unknown
Asbestos	☐	☑	☐
Lead Paint	☐	☑	☐
Buried Lines	☐	☐	☑
Septic System	☐	☑	☐
Water Wells	☐	☑	☐
Bees	☐	☑	☐
Propane Tank	☐	☑	☐
Sinkholes	☐	☑	☐
Other (Specify):	☑ 3" PVC PERFORATED PIPE (FRENCH DRAIN) AROUND BASE OF HOUSE SLAB.		

Homeowner Signature(s):
Dean Chiles Date: 10/16/25
_____ Date: _____

County Representative Name & Title:

Signature: _____ Date: _____

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT E
EXAMPLE FEMA ELEVATION CERTIFICATE AND INSTRUCTION
(2012 EDITION) (FEMA FORM 086-0-33)

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

O.M.B. No. 3067-0077
Expires July 31, 2002

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME	For Insurance Company Use:
	Policy Number
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.	Company NAIC Number
CITY STATE ZIP CODE	

PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.)

LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##.##" or ##.#####°) HORIZONTAL DATUM: |__| NAD 1927 |__| NAD 1983 SOURCE: |__| GPS (Type):_____ |__| USGS Quad Map |__| Other:_____

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER	B2. COUNTY NAME	B3. STATE

B4. MAP AND PANEL NUMBER	B5. SUFFIX	B6. FIRM INDEX DATE	B7. FIRM PANEL EFFECTIVE/REVISED DATE	B8. FLOOD ZONE(S)	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
|__| FIS Profile |__| FIRM |__| Community Determined |__| Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: |__| NGVD 1929 |__| NAVD 1988 |__| Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? |__| Yes |__| No
Designation Date:_____

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: |__|Construction Drawings* |__|Building Under Construction* |__|Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____
Elevation reference mark used_____ Does the elevation reference mark used appear on the FIRM? |__| Yes |__| No

- ❑ a) Top of bottom floor (including basement or enclosure) _____ . ___ ft.(m)
- ❑ b) Top of next higher floor _____ . ___ ft.(m)
- ❑ c) Bottom of lowest horizontal structural member (V zones only) _____ . ___ ft.(m)
- ❑ d) Attached garage (top of slab) _____ . ___ ft.(m)
- ❑ e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.) _____ . ___ ft.(m)
- ❑ f) Lowest adjacent (finished) grade (LAG) _____ . ___ ft.(m)
- ❑ g) Highest adjacent (finished) grade (HAG) _____ . ___ ft.(m)
- ❑ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade _____
- ❑ i) Total area of all permanent openings (flood vents) in C3.h _____ sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME LICENSE NUMBER

TITLE COMPANY NAME

ADDRESS CITY STATE ZIP CODE

SIGNATURE DATE TELEPHONE

IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.			Policy Number
CITY	STATE	ZIP CODE	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

|__| Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1. through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

E1. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

E2. The top of the bottom floor (including basement or enclosure) of the building is |__|__| ft.(m) |__|__|in.(cm) |__| above or |__| below (check one) the highest adjacent grade. (Use natural grade, if available.)

E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is |__|__| ft.(m) |__|__|in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.

E4. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? |__| Yes |__| No |__| Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, C, and E are correct to the best of my knowledge.*

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

ADDRESS	CITY	STATE	ZIP CODE
SIGNATURE	DATE	TELEPHONE	

COMMENTS

|__| Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

G1. |__| The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. |__| A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. |__| The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: |__| New Construction |__| Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ . ___ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ . ___ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME	TITLE
COMMUNITY NAME	TELEPHONE
SIGNATURE	DATE

COMMENTS

|__| Check here if attachments

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT F
EXAMPLE MITIGATION OFFER/DECLINATION NOTICE

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Texas Division of Emergency Management (TDEM)
Hazard Mitigation Grant Program (HMGP)
Final MITIGATION OFFER

S A M P L E

State Grantee: Texas Division of Emergency Management

Subgrantee: Galveston County, Texas

PROPERTY OWNER(s);
>>>>>

>>>>>

>>>>>

>>>>>

PROPERTY: >>>>>

NFIP Policy Number: >>>>> Repetitive Loss Number: >>>>>

This form documents the formal MITIGATION OFFER for the HMGP Program.

1. A mitigation grant has been awarded to Galveston County under the Hazard Mitigation Grant Program (HMGP) from the Texas Division of Emergency Management (TDEM) for the elevation of properties within the Galveston County limits.

2. The HMGP grant program is a voluntary program.

3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected at a level consistent with the Federal Privacy Act and similar State and local laws and ordinances.

4. The estimated amounts for elevation of the PROPERTY in the grant application are now finalized in this MITIGATION OFFER.

The MITIGATION Offer is provided to you for the elevation of the above-referenced PROPERTY.

MITIGATION OFFER	**$ >>>>>**

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Your final MITIGATION OFFER amount is based on the following amounts:

Eligible Engineering Costs	$ >>>>>
Eligible Elevation Construction Costs	$ >>>>>
Subtotal	$ >>>>>
Deductions (ICC, Flood Insurance, SB7, other Duplicated Benefits)	$ >>>>>
MITIGATION OFFER	$ >>>>>
REQUIRED MATCH FROM PROPERTY OWNER	$ >>>>>
GRANT FUNDED AMOUNT	$ >>>>>

Any ineligible cost featured in an extra work agreement with the ENGINEER or ELEVATION CONSTRUCTION CONTRACTOR must be pre-approved in writing by the COUNTY and will be considered to be a cost to be borne solely by the PROPERTY OWNER under a separate contract and are not part of this MITIGATION OFFER.

TEMPORARY LIVING EXPENSES that exceed the daily maximum allowable cost or the total maximum costs will also be considered a cost to be borne solely by the PROPERTY OWNER.

The PROPERTY OWNER is accountable for maintenance and insurance requirements for the PORPERTY during and after the mitigation project implementation (i.e., maintaining NFIP insurance on the PROPERTY for the life of the Property).

The PROPERTY OWNERs additional responsibilities may include securing a contractor, receiving funds in a back account for the TEMPORARY LIVING EXPENSES, keeping receipts for the project in accordance with grant and AGREEMENT requirements, and other programmatic requirements as specified by the COUNTY.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Homeowner Withdrawal Acknowledgment Form

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____
Project Address: _____
HMGP Project Number: _____
Project #: _____
Date: _____

Statement of Non-Participation

I/We, the undersigned, acknowledge that we were offered the opportunity to participate in the FEMA Hazard Mitigation Grant Program (HMGP) for the elevation of our home located at _____. After receiving information regarding the program's requirements, cope, and potential benefits, I/we have decided **not to move forward** with the elevation project at this time.

I/We understand that:

- By declining participation, no further HMGP elevation work will be performed at the property.
- This decision is **voluntary** and made without coercion or pressure from the County, its representatives, or GrantWorks, Inc.
- I/We may not be eligible for re-enrollment under this funding cycle, and future program participation (if any) will be subject to FEMA and County policy and funding availability.

Reason for Withdrawal (Optional):

- ◯ Financial concerns
- ◯ Personal/family circumstances
- ◯ Structural or site concerns
- ◯ Timeline/delays
- ◯ Other: _____

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

Signature: _____ Date: _____

For Official Use Only:

☐ Project removed from elevation roster
☐ Notified Engineering/Construction team
☐ Withdrawal documented in project file
☐ FEMA/TDEM notified

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT G
GRANT/TDEM-SPECIFIC CLAUSES

1. **Federal and State Funding Disclaimer:** This project is funded by the FEMA Hazard Mitigation Grant Program (HMGP), administered by the Texas Division of Emergency Management (TDEM), and is contingent on continued eligibility under the terms and conditions of DR-4332.

2. **Non-Duplication of Benefits (DOB) Clause:** The Homeowner certifies that they have not and will not receive funding from any other source (e.g., ICC, SBA, insurance, legal settlement) for the same purpose. Any funds received that duplicate FEMA assistance must be reported and may be subject to recapture.

3. **FEMA Model Deed Restriction Acknowledgment** (Attachment): The Homeowner acknowledges receipt of and agrees to execute the required Acknowledgment of Conditions for Mitigation, including the requirement to maintain flood insurance in perpetuity.

4. **Flood Insurance Requirement (NFIP)**: The Homeowner agrees to maintain flood insurance on the property in accordance with 44 CFR § 206.252 and the NFIP, for the life of the property, regardless of transfer of ownership

5. **Construction & Reimbursement Contingency Clause:** All work must be within the approved scope of work as authorized by FEMA and TDEM. Any unauthorized work may result in non-reimbursement and possible removal from the program.

6. **Procurement & Conflict of Interest Compliance:** The parties acknowledge that the Contractor/Engineer was procured in accordance with 2 CFR §§ 200.318–200.326 and applicable state procurement laws. The Contractor affirms that no conflict of interest exists.

7. **Compliance with 2 CFR 200 and HMA Guidance:** The parties agree to comply with all applicable provisions of 2 CFR Part 200, FEMA Hazard Mitigation Assistance (HMA) Program Guidance, and TDEM's implementation requirements for HMGP DR-4332.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT H
FEMA RECORD OF ENVIRONMENTAL CONSIDERATION

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

July 17, 2018

James Gentile
Contract Services
722 Moody Avenue, 3rd Floor
Galveston, Texas 77550
James.gentile@co.galveston.tx.us

Re: Project review under Section 106 of the National Historic Preservation Act of 1966, Review of Elevation/Reconstruction of 50 Residences, Hazard Mitigation Grant Program, Galveston County, Texas (FEMA)

Dear Mr. Gentile,

Thank you for your correspondence, submitted via eTRAC on June 29, 2018, regarding the above-referenced projects. This letter serves as comment on the proposed undertakings from the State Historic Preservation Officer (SHPO), the Executive Director of the Texas Historical Commission.

The review staff, led by Kelly Little, has completed its review of the material submitted. It is our understanding that Galveston County proposes to elevate or reconstruct 200 residences through the county; at present, 50 properties have been submitted for SHPO review. SHPO was provided with photographs of each of the 50 buildings, a spreadsheet with addresses and construction dates, and a map.

Based on the information submitted and application of federal criteria for historical designation, staff has determined that the following buildings are **not eligible** for listing in the National Register of Historic Places. Undertakings at these properties will have **no effect on historic resources** and no further consultation is necessary with our agency under Section 106 of the National Historic Preservation Act:

1 Highland Drive, Hitchcock , TX 77563
10402 Jay Road, Hitchcock , TX 77563
1209 Esther Street, Kemah, TX 77565
1209 Shady Oak Lane, Dickinson, TX 77539
1211 Esther Street, Kemah, TX 77565
1212 Esther Street, Kemah, TX 77565
1215 Esther Street, Kemah, TX 77565
1216 Esther Street, Kemah, TX 77565
1317 Sunset Drive, Dickinson, TX 77539
16 Perthuis Farms Road, La Marque, TX 77568
202 Merry Way, Alvin, TX 77511
209 Old Bayou Drive, Dickinson, TX 77539
2101 Wimcrest Street, Galveston, TX 77551
2118 Cove Park Drive, League City, TX 77573
2124 59th Street, Galveston, TX 77551
2127 E Winn Street, League City, TX 77565
214 12th Street, San Leon, TX 77539
2150 Cove Park Drive, Kemah, TX 77565
2154 Cove Park Drive, League City, TX 77573
21914 Matagorda Drive, Galveston, TX 77554



Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

23 Edgewater Drive, Hitchcock , TX 77563
2429 Avenue D , San Leon, TX 77539
2809 Avenue H , Dickinson, TX 77539
2817 Belmont Street, Dickinson, TX 77539
2819 Frostwood Circle, Dickinson, TX 77539
2922 Colonial Drive, Dickinson, TX 77539
2924 Colonial Drive, Dickinson, TX 77539
30 Lakeside Drive, Hitchcock , TX 77563
3122 Avenue H , Dickinson, TX 77539
3318 Maple Drive, Dickinson, TX 77539
3526 Elm Drive, Dickinson, TX 77539
3722 Bayou Circle, Dickinson, TX 77539
3919 Liggio Street, Dickinson, TX 77539
3951 Wagon Road, Dickinson, TX 77539
4210 Country Club Drive, Dickinson, TX 77539
4302 Edward Street, Texas City, TX 77591
4402 Edward Street, Texas City, TX 77591
4517 Bayou Bend, Drive, Dickinson, TX 77539
4524 Bayou Bend Drive, Dickinson, TX 77539
4607 East 28th Street, Dickinson, TX 77539
4927 Alamo Drive, Galveston, TX 77551
506 E. Shore Drive, Clear Lake Shores, TX 77565
518 Lakeside Drive, League City, TX 77565
618 Bel Road, Kemah, TX 77565
6810 Wayside Drive, Hitchcock , TX 77563
717 Narcissus Road, Clear Lake Shores, TX 77565
7621 2nd Street, Hitchcock , TX 77563
8001 Meadowbrook Drive, Hitchcock , TX 77563
920 4th Street, League City, TX 77573

4409 Avenue K is located within an area that is **eligible** for listing in the National Register of Historic Places as a historic district. Despite the noted construction date of 1975, this house appears to be of older construction and would be a contributing resource to the district. SHPO will need additional information to determine the effect of the undertaking on the historic building; please provide more specific information on what will take place at this property so that we may complete our review. Demolition would be considered an adverse effect and would require further consultation to resolve. Elevation would likely be found to have no adverse effect provided it is accomplished in a way that does not damage the integrity of the historic house.

Thank you for your participation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning this review or if we can be of further assistance, please contact Kelly Little at kelly.little@thc.texas.gov or 202-717-7419.

Sincerely,

Kelly Little, Historian
For: Mark Wolfe, State Historic Preservation Officer

cc: Dorothy Cook, FEMA (via email)

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT I
SAMPLE ENGINEERING AND CONSTRUCTION SCHEDULE

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Task	Duration Days	Status
Execute Engineering Tri-Party Agreements	8 Days	In Progress
Issue NTP for Engineering	1 Day	Not Started
Engineering as described in Task Order	27 Days	Not Started
Engineering Review/Homeowner Concurrence	14 Days	Not Started
Bid Walks	7 Days	Not Started
Execute Construction Tri-Party Agreements	7 Days	Not Started
Issue NTP for Construction	1 Day	Not Started
Milestone 1 document submission	15 Days	Not Started
Milestone 2 Construction	14 Days	Not Started
Milestone 2 Inspection	7 Days	Not Started
Milestone 3 Construction	30 Days	Not Started
Milestone 3 Inspection	7 Days	Not Started
Milestone 4 Construction	14 Days	Not Started
Milestone 4 Inspection	7 Days	Not Started
Final Project Documents Rcvd & Final Payment Made	30 Days	Not Started

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT J
PROOF OF MEDICAL NEED

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Mobility Accommodation Documentation
Galveston County Hazard Mitigation Grant Program

Dear Homeowner,

As part of the Hazard Mitigation Grant Program (HMGP), your home will be elevated above base flood elevation to reduce flood risk. When a home is elevated, access is normally provided through stairs and landings, which are standard program costs covered under the FEMA grant.

However, if a homeowner, or another permanent resident of the homes, has a **permanent medical condition** that prevents or severely limits their ability to safely use stairs, the program may allow for a **ramp** or, in specific cases, a **mechanical lift** to be installed as a reasonable accommodation under the Americans with Disabilities Act (ADA).

To document this need, the County requires the attached **Mobility Need Verification Form** to be completed by your licensed physician. This form verifies that a **permanent medical condition** exists and that a ramp or lift is medically necessary for safe access into your elevated home.

Why is this necessary?

- FEMA and the County must have medical documentation on file to approve the additional cost of a ramp or possible lift.
- The physician's verification protects both the homeowner and the County by ensuring compliance with ADA requirements.
- Without proper documentation, FEMA will not reimburse the County for ramp or lift *installation.*

What you need to do:

1. Take the attached form to your licensed physician.
2. Ask your physician to complete and sign the certification.

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

3. Return the completed form to the County as soon as possible (instructions for return will be provided).

If you have questions about the form or the process, please contact the County or GrantWorks staff. We are here to help guide you through the steps and ensure your home is completed safely and in compliance with all program requirements.

Thank you for your cooperation and for participating in the Elevation Program.

Betsy Thomas

Betsy Thomas
Grants Administration Manager

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Mobility Need Verification Form

Galveston County Hazard Mitigation Grant Program

Purpose: This form allows a licensed physician to certify a homeowner's **permanent mobility limitation** requiring accommodation for safe access into the elevated home (e.g., ramp or mechanical lift in lieu of stairs).

Homeowner Information

- **Homeowner Name(s):** DEAN CHILES
- **Property Address:** 30 LAKeside DRive Hitchcock, TX 77563
- **Phone / Email:** 409-457-2819 chilesdean@gmail.com

Authorization for Release (Patient/Homeowner Signature)

I authorize my physician to release the below information to Galveston County for the sole purpose of documenting my eligibility for reasonable accommodation under the Hazard Mitigation Grant Program.

Homeowner Signature: Dean Chiles **Date:** 10/14/25

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Physician Certification of Mobility Limitation

Instructions for Physician: Please complete the section below to confirm whether your patient has a **permanent medical condition** that prevents or severely limits the ability to safely climb stairs into their elevated residence.

- Patient Name: Dean R. Chiles
- Does the Patient have a **permanent** mobility limitation?
  ☑ Yes ☐ No
- Does this condition create a **substantial mobility limitation** with respect to climbing stairs into their elevated home?
  ☑ Yes ☐ No
- If Yes, in your professional medical judgment, is a **ramp or mechanical lift** medically required to provide safe access into the home?
  ☑ Yes ☐ No
- In your professional medical judgment, is a **ramp suitable** to provide safe access into the home?
  ☐ Yes ☑ No
- If *No*, in your professional medical judgment is a **mechanical lift** medically required to provide safe access into the home?
  ☑ Yes ☐ No

Additional Comments (if applicable):

_____

_____

_____

[Continued on next page]

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Physician Information and Signature

- Physician Name: _____
- Practice / Facility: _____
- Phone Number: _____
- Medical License #: P7065

MAINLAND PRIMARY CLINIC
DR. RHEA HEIDI B. BALITBIT
3723 FATTA DR.
DICKINSON, TX
(346)900-1380

Physician Signature: _____ **Date:** 10/15/2025

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT K
MODEL ACKNOWLEDGEMENT OF CONDITIONS

PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

ATTACHMENT HERE

MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD AREA

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds

Property Owner DEAN Chiles
Street Address 30 LAKESIDE DR.
City Hitchcock, State TX Zip Code 77563
Deed dated 1/15/2000, Recorded _____
Tax map _____, block _____, parcel _____
Base Flood Elevation at the site is _____ feet (NGVD).
Map Panel Number _____, effective date _____
Legal Description - ABST 7C Bundick SUR Lot 30 Bayou Vista ADDN 2

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

    For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

> "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF GALVESTON

A CORPORATED municipal corporation

By: _____
[Name, Title]

of the City/County of _____

&

DEAN CHILES / Dean Chiles
[Name of Property Owner]

WITNESSED BY:

Kleanie McMinn
[Name of Witness]

[SEAL]

Notary Public Rosemary Limones

April 27, 2020

ROSEMARY LIMONES
Notary Public, State of Texas
Comm. Expires 01-29-2021
Notary ID 126787226

Docusign Envelope ID: BA0D84D0-A9EF-4A40-8A17-B2EFF39C6775

EXHIBIT M
Galveston County Appraisal Document

Galveston CAD

Property Search

Property Search Results > 141302 CHILES DEAN R for Year 2018

Property

Account

Property ID:	141302	Legal Description:	ABST 7 S C BUNDICK SUR LOT 30 BAYOU VISTA ADDN 2
Geographic ID:	1570-0000-0030-000	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	30 LAKESIDE HITCHCOCK, TX 77563	Mapsco:	
Neighborhood:	BAYOU VISTA SEC 3	Map ID:	307-D
Neighborhood CD:	1575		

Owner

Name:	CHILES DEAN R	Owner ID:	473113
Mailing Address:	30 LAKESIDE HITCHCOCK, TX 77563	% Ownership:	100.0000000000%
		Exemptions:	HS

Values

(+) Improvement Homesite Value:	+	$109,940	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$32,500	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$142,440	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$142,440	
(–) HS Cap:	–	$2,249	
(=) Assessed Value:	=	$140,191	

Taxing Jurisdiction

Owner:	CHILES DEAN R
% Ownership:	100.0000000000%

1101

Total Value: $142,440

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$142,440	$140,191	$0.00
GGA	GALVESTON COUNTY	0.546147	$142,440	$112,153	$612.52
J05	MAINLAND COLLEGE	0.216791	$142,440	$112,153	$243.14
M12	MUD DISTRICT #12	0.239511	$142,440	$112,153	$268.62
RFL	CO ROAD & FLOOD	0.005753	$142,440	$109,153	$6.28
S15	LA MARQUE ISD-DISSOLVED	0.000000	$142,440	$115,191	$0.00
S18	TEXAS CITY ISD	1.434900	$142,440	$87,153	$1,250.56
	Total Tax Rate:	2.443102			
				Taxes w/Current Exemptions:	$2,381.12
				Taxes w/o Exemptions:	$3,425.01

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 1222.0 sqft **Value:** $108,509

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	BH7 - *	WF	1965	660.0
OP	OPEN PORCH	BH7 - *		1965	48.0
GA	GARAGE	BH7 - *		1965	242.0
MAA	MAIN AREA ADDITION	BH7 - *		1965	418.0
WD	WOOD DECK	BH7 - *		1992	140.0
WD	WOOD DECK	BH7 - *		1992	312.0
FBH	METAL OR FRAME BOAT HOUSE	BH7 - *		1992	312.0
BD1	LIGHT BOAT DOCK-RESIDENTIAL	BH7 - *		1992	346.0
MAA	MAIN AREA ADDITION	BH7 - *		1992	144.0

Improvement #2: RESIDENTIAL **State Code:** A1 **Living Area:** sqft **Value:** $1,431

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
HO	HOIST/EV 1500	* - *			0.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CN	CN	0.1148	5000.00	0.00	0.00	$32,500	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	$109,940	$32,500	0	142,440	$2,249	$140,191
2017	$109,940	$32,500	0	142,440	$14,994	$127,446
2016	$83,360	$32,500	0	115,860	$0	$115,860
2015	$83,360	$32,500	0	115,860	$0	$115,860
2014	$83,360	$32,500	0	115,860	$921	$114,939

2013	$71,990	$32,500	0	104,490	$0	$104,490
2012	$71,990	$32,500	0	104,490	$0	$104,490
2011	$71,990	$32,500	0	104,490	$0	$104,490
2010	$71,990	$32,500	0	104,490	$0	$104,490
2009	$71,990	$32,500	0	104,490	$0	$104,490
2008	$109,740	$32,500	0	142,240	$28,863	$113,377
2007	$109,740	$32,500	0	142,240	$39,170	$103,070

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/10/2005	WD	WARRANTY DEED	CHILES DEAN R & JENNIFER	CHILES DEAN R		2005037005	2005037005
2	1/31/2001	WV	WARRANTY DEED	HEIDE DOROTHY L	CHILES DEAN R & JENNIFER		2001004891	2001004891
3	6/7/1998	PW	PROBATED WILL	BROWN EDWY-DEC	HEIDE DOROTHY L		011-34-1294	011-34-1294

Tax Due

Property Tax Information as of 06/08/2018

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (409) 935-1980

Website version: 1.2.2.14 Database last updated on: 6/7/2018 8:40 PM © N. Harris Computer Corporation

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*30.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 8/6/2025
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact: Betsy Thomas**
6) **Description: Elevation Tri-Party Agreement for engineering at 1212 Ester Street, Kemah, Texas**

7) **PEID No: 723521**
8) **Req No: RFQ #B242004**
9) **Orgkey: 2890-299234**
10) **Object Code: 2481000**
11) **Vendor: Aron & Franklin Engineering, Inc.**
12) **Vendor Contract No: CM24094**

Expenditure Budget/Revenue Projections

13) **Fund Name: HMGP Elevation Batch One**
14) **Fund #: 2890-299234**
15) **Current Year Budgeted: $500,000.00**
16) **Current Year Projected: $17,200.00-Less 25% property owner match ($4,300)**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $12,900.00**

To Be Completed by Purchasing Department

22) **Contract Start Date: 9/30/2024**
23) **Auto Renewal Contract: No**
24) **Bid No: B242004**
25) **Contract End Date: 9/29/2026**
26) **Contract # Issued by Purchasing Department: 231603**

NOTES: **CM24094 contract executed in CC 09/30/2024 - Item 52 - HB1295 on file**

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	8/6/25 1:05 pm
2	Melissa Fleming	Approve	8/6/25 3:20 pm
3	Veronica Van Horn	Approve	8/6/25 4:19 pm
4	Diana Huallpa	Approve	8/7/25 8:21 am
5	Sergio Cruz	Approve	8/7/25 2:56 pm
6	Veronica Van Horn	Approve	10/31/25 3:35 pm

No. 2239

Date August 8, 2025

CRDW._____

C._____

RECEIPT OF FUNDS

Department Submitting Funds Grants Dept Projects

Total Amount Received CK#452847 $4350 CK#1188543 $1,300.00 6371702253 $4237.50

Break Down: $4,237.50 E140239, 1,300.00 E115-25 $4,300.00 E115-25

Cash Amount _____

Check Amount $12,838.00

Received By Irene Gonzalez-Smith

Galveston County Treasurer

722 Moody Avenue-21st Street-4th Floor
Galveston, TX 77550

White Page — Treasurer's copy Yellow Page— Department's copy

Galveston County – Grant Administration Department
TDEM-HMGP Contracts DR-4332-0025 and DR-4332-0239
Engineering Homeowner Payment

Date Payment received: 8/5/2025

Homeowner Name(s): Gregory Willson and Debra A. Wilson

Project Address: 1212 Esther St., Kemah, TX 77565

HMGP Project Number: E115-25

Payment Type: Casheir Check

Check #: 1188543

Amount: $ 4300.00

Payment for Engineering Services from Aran & Franklin Engineering, Inc.

Design Fee: $ 4500.00

High Elevation: $ 1600.00

Inspections: $ 2500.00

Technical Report: $ 3800.00

Elevation Certificate: $ 1200.00

Topographical Survey: $ 850.00

Final Survey: $ 500.00

Ground Penetrating Radar: $ 2250.00

Total: $ 17,200.00

Federal Share (75%): $ 12,900.00

Homeowner (25%): $ 4,300.00

HMGP Elevation – Batch 1 2890-299237-4401050 E115-25	HMGP Elevation – Batch 3 2890-299238-4401050

Received by County/Employee: Faisel Nofal

Date submitted to Treasurers Office: 8/8/2025

TEXAS FIRST BANK
Kemah TX 77565

OFFICIAL CHECK

ISSUED BY: MONEY GRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WELLS FARGO BANK, N.A. BUFORD, GA

1188543

64-305/611

DATE July 31, 2025

REMITTER DEBRA R WILSON

$*********4,300.00

PAY Four Thousand Three Hundred Dollars AND 00/100

TO THE ORDER OF GALVESTON COUNTY

DRAWER: TEXAS FIRST BANK

AUTHORIZED SIGNATURE

PURPOSE

[redacted]

TRI-PARTY ELEVATION ENGINEERING AGREEMENT

Texas Division of Emergency Management
Hazard Mitigation Grant Program (HMGP)
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: DR-4332-0025 & 0239

INTRODUCTION OF CONTRACT PARTIES

This Tri-Party Elevation Engineering Agreement (further known as AGREEMENT) is made by, between, and among the **County of Galveston, Texas** (further known as COUNTY),

Gregory Wilson (further known as PROPERTY OWNER) and **Aran & Franklin Engineering, Inc.** (further known as ENGINEER), each of whom is a PARTY to this agreement and who are collectively further known as the PARTIES, and this agreement is effective upon the full execution of this AGREEMENT with the date of the last PARTY's signature.

This AGREEMENT pertains solely to engineering services under the HMGP program and does not include construction services.

PROPERTY OWNER

All persons and/or entities listed on the official real property Title/Deed filed at the Galveston County Clerk's Office must sign and acknowledge receipt of this agreement and any associated communications.

All owners listed on the deed must be verified through official property records prior to execution. Title/Deed for the PROPERTY lists the following as the official address for the property:
LOTS 1076, 1077, 1083, 1084, AND THE EAST 1/2 OF LOT 1075, AND THE SOUTH 1/2 OF LOT 1085, OF CLEAR LAKE SHORES, A SUBDIVISION OUT OF M. MULDOON 2 LEAGUE GRANT, IN GALVESTON COUNTY, TEXAS, ACCORDING SAID SUBDIVISION OF RECORD IN VOLUME 254, PAGE 92 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.
Parcel ID Number: 262000001076001

Title/Deed for the PROPERTY lists the following person(s)/entity(s) name(s):

Gregory Wilson

In exchange for the mutual promises contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree to the following:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

ENGINEER shall perform professional services associated with testing and engineering design for the structure located at **1212 Esther St., Kemah, TX 77565**, as described in EXHIBIT A – ENGINEER'S COST ESTIMATE.

The NOTICE TO PROCEED shall be issued after a Purchase Order for this property has been issued by the COUNTY's Purchasing Agent.
The services shall be provided subject to the terms and conditions of this AGREEMENT and the contract between the COUNTY and the ENGINEER attached as EXHIBIT B.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY to serve as the PARTY's contact for purposes of administering this AGREEMENT:

GALVESTON COUNTY:

Elizabeth (Betsy) Thomas
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-5355
Elizabeth.thomas@co.galveston.tx.us

Aran & Franklin Engineering, Inc.

Chandra Franklin Womack, PE
8419 Emmett F Lowry Expressway
Texas City, TX 77591
409-935-5200
chandra@aranfranklin.com

COUNTY AGENT:

Faisel Nofal
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-2497
Faisel.nofal@galvestoncountytx.gov

COUNTY AGENT:

Rebecca Whitlock, GrantWorks
2201 Northland Drive
Austin, Texas 78756
346-471-5828
rebecca.whitlock@grantworks.net

PROPERTY OWNER ADMINISTRATIVE CONTACT(S)*:

Name(s): Gregory Wilson and Deborah A. Wilson
Address: 1212 Esther St., Kemah, TX 77565
Phone: 281-682-0864 or 713-562-5568
Email: willyg103@yahoo.com

*Only those persons/entities listed within the real property records on file in the Office of the Galveston County Clerk as a Grantee of the PROPERTY may serve as the PROPERTY OWNER'S designated contact(s) under the AGREEMENT. If the PROPERTY OWNER's wish to designate any other person, the PROPERTY OWNER must provide a certified copy of a Power of Attorney covering such transaction to the COUNTY or provide a certified copy of Letters of Appointment as Guardian of the Estate covering the person listed as the Grantee of the

PROPERTY. Such certified documents must be on file with the COUNTY prior to the execution of this AGREEMENT and a copy attached as EXHIBIT C.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed below for the purpose of this AGREEMENT:

1. ADA means the American with Disabilities Act and implementing regulations.
2. FEMA means the United States Department of Homeland Security Federal Emergency Management Agency.
3. GSA means the United States General Services Administration.
4. HMA Unified Guidance means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by FEMA, which governs HMGP program implementation requirements.
5. ICC means Increased Cost of Compliance and refers to the coverage under the National Flood Insurance Program.
6. NFIA means the National Flood Insurance Act of 1968, as amended.
7. NFIP means the National Flood Insurance Program.
8. HMGP means the Hazard Mitigation Grant Program.
9. TDEM means the Texas Division of Emergency Management.
10. TWIA means the Texas Windstorm Insurance Association.

B. Definitions. The following terms shall have the meanings ascribed herein for the purposes of this AGREEMENT. Defined terms are also indicated by the use of all capitalized letters or parenthesis.

1. **AGREEMENT** means this Tri-Party Elevation Engineering Agreement. All EXHIBITS attached hereto are incorporated into and made a part of this AGREEMENT. The following EXHIBITS are included:
    a. EXHIBIT A. ENGINEER'S COST ESTIMATE
    b. EXHIBIT B. Contract between the COUNTY and ENGINEER
    c. EXHIBIT C. Any applicable Power of Attorney or Letters of Appointment as Guardian of Estate
    d. EXHIBIT D. DUTY TO INFORM form from PROPERTY OWNER
    e. EXHIBIT E. Blank FEMA Elevation Certificate and Instruction (2012 Edition) (FEMA Form 086-0-33) as an example.
    f. EXHIBIT F. EXAMPLE - MITIGATION OFFER/Declination Notice
    g. EXHIBIT G. TDEM-specific clauses
    h. EXHIBIT H. FEMA Record of Environmental Consideration
    i. EXHIBIT I. Sample Engineering and Construction Schedule
    j. EXHIBIT J. Proof of Medical Need
    k. EXHIBIT K. Conflict of Interest Disclosure
    l. EXHIBIT L. Model Acknowledgement of Conditions
    m. EXHIBIT M. Galveston County Appraisal Document

2. **CHANGE ORDER** means any change to the elements of this AGREEMENT, which requires review, agreement, and signature by all three PARTIES: the COUNTY, the ENGINEER, and the PROPERTY OWNER.

3. **COMMENCEMENT DATE** means the date represented on the NOTICE TO PROCEED from the COUNTY to the ENGINEER, which **marks the official start of the engineer-design process as authorized by the COUNTY. The NOTICE TO PROCEED will not be issued until the COUNTY's Purchasing Agent has approved and issued a Purchase Order.**

4. **COMPLETION DATE** means the expected date the engineering design will be complete. Any additional time needed for engineering design will require a CHANGE ORDER to this agreement. All extensions must be reviewed and approved by the COUNTY.

5. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, **serving as the subrecipient under TDEM and providing program oversight through its contracted grant administrator.**

6. **COUNTY AGENT** means any person, department, or contractor assigned or authorized by the COUNTY to perform duties under this AGREEMENT, including grant administration.

7. **ENGINEERING COST ESTIMATE** means the **projected amount** from the ENGINEER to inspect, assess, test, and **design the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** for the PROPERTY.

8. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established under 1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; 2) notification of violating facilities pursuant to Executive Order 11738; 3) protection of wetlands pursuant to Executive Order 11990; 4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 et seq; 5) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. Seq.; 6) Environmental Protection Agency regulations, 40 CFR, Part 50, as amended; 7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and 8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), as applicable to engineering-related assessments and documentation under this AGREEMENT.

9. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** means the engineered design from the ENGINEER for an individual property that has been reviewed, approved, **sealed by the licensed ENGINEER**, and signed by **an authorized representative of the COUNTY**. The plans **must not include any design elements outside the scope of work approved in the grant agreement.**

10. **FINAL COMPLETION** means the point when the ENGINEER has fulfilled all obligations under this AGREEMENT and the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS have been accepted by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work

approved by the grant agreement. Final Completion occurs when the following have been completed and submitted to the COUNTY:

a. Engineering deliverables outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

b. All field reports, inspection notes, and verification of engineered recommendations provided.

c. A complete list of any subcontractors or third-party professionals who performed work on, or contributed to, the engineering deliverables.

d. Confirmation that all utilities and access conditions relevant to the design scope were properly assessed.

e. A preliminary elevation certificate or benchmark recommendation may be included by the ENGINEER, but the final FEMA Elevation Certificate (FEMA Form 086-0-33; see EXHIBIT E) will be provided post-construction.

f. Any additional items specifically required by the COUNTY under this AGREEMENT.

11. **FULL ELEVATION CONTRACT AMOUNT** means the total amount for both phases:

    a. the **ENGINEERING PHASE**, which includes initial inspections, testing, and the development of the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**; and

    b. the **CONSTRUCTION PHASE**, which includes the bidding process, assessments, and elevation of the structure as identified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** produced during Phase One.

This amount does not include any work beyond the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS

12. **IMPROVEMENTS** mean the structure and related improvements on the PROPERTY that are eligible for elevation under the HMGP grant program guidelines, as outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The HMGP grant program guidelines state elevation of a structure may consist of the following:
    a. Slab elevation.
    b. Slab separation and elevation.
    c. Pier and beam elevation.
    d. Piling and beam elevation.
    e. Demolition/Removal.
    f. Engineering Design.
    g. Construction, and/or
    h. Other required items as specified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

13. **MATCH AMOUNT** means the 25% match required to be paid by the PROPERTY OWNER as required by the HMGP grant guidelines.

14. **MITIGATION OFFER** means the amount equal-to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS, in accordance with the terms and condition of this AGREEMENT. The price for specific items of work will be stated in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

15. **MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA** means the mandatory form recorded with the property deed that confirms the PROPERTY OWNER's acceptance of grant program conditions, including the ongoing requirement to maintain National Flood Insurance Program (NFIP) coverage and comply with applicable floodplain management regulations.

16. **NON-ELEVATION COSTS** mean costs related to assessments, inspections, or recommendations made by the ENGINEER that are **outside the FEMA-approved scope** for elevation under the HMGP program. These may include recommendations for cosmetic repairs, remodels, additions, or unrelated code upgrades that are not essential to the elevation design. Such costs are **not reimbursable** under the HMGP grant and must be excluded from the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

17. **NOTICE TO TEMPORARILY VACATE** means the notice to PROPERTY OWNER once the ELEVATION CONSTRUCTION CONTRACTOR has been awarded for the IMPROVEMENTS and they notify the COUNTY they will be ready to commence with construction within thirty (30) days.

18. **PRIMARY RESIDENCE** means a dwelling that the PROPERTY OENER has actually lived in for eighty percent (80%) of the prior consecutive 365 days or eighty percent (80%) of the period of ownership if the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver's license, homestead exemption and/or like documents.

19. **PROGRAM** means the Galveston County Hazard Mitigation Grant Program (HMGP) where the COUNTY and the Texas Division of Emergency Management (TDEM) entered into contract number(s) DR-4332-0025 and DR-4332-0239 for the administration of this elevation grant program.

20. **PROJECT HARD COSTS** mean the total cost of the project including ELEVATION and NON-ELEVATION COSTS as identified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS as well as TEMPORARY HOUSING.

21. **PROPERTY** means a specified parcel of real property that is the site of the structure to be elevated and includes the real property (land), the structure (e.g., home) and other improvements on the real property parcel.

22. **PROPERTY OWNER** means the eligible applicant(s) and recipient of the HMGP Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

23. **RFQ** means **Request for Qualifications #B242004 issued by Galveston County** for the purpose of selecting and contracting with the ENGINEER to perform eligible engineering services under this AGREEMENT.

24. **TEMPORARY HOUSING** means a place to live for a limited period of time and for the purposes of this AGREEMENT and means the lodging costs incurred by the PROPERTY OWNER during the period of time that the PROPERTY OWNER is displaced from their PRIMARY RESIDENCE due to eligible elevation activities directly associated with this PROGRAM. TEMPORARY HOUSING is eligible for reimbursement to the PROPERTY OWNER only if the PROPERTY is proven to be the PRIMARY RESIDENCE of the PROPERTY OWNER and the costs are directly attributable to the period of time the PROPERTY OWNER is displaced from the PRIMARY RESIDENCE due to eligible activities directly associated with the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS but does not include food, transportation costs or time associated with the activities associated with any NON-ELEVATION COSTS. TEMPORARY HOUSING costs eligible for reimbursement under the HMGP grant program are limited to reasonable lodging expenses and must be supported by receipts and proof of payment submitted by the PROPERTY OWNER to the COUNTY. These costs are eligible for **75% reimbursement through the HMGP grant**, with the **remaining 25% to be paid by the PROPERTY OWNER** as required by the program's cost-share requirements. TEMPORARY HOUSING costs are considered reasonable if the amounts are less than or equal to the per diem lodging rates established by the U.S. General Services Administration (GSA) for the WORKSITE location.

25. **WORK ORDER** means the work detail and project cost as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

26. **WORKSITE** means the site within the PROPERTY where the elevation is occurring and any surrounding area within the PROPERTY necessary for the ELEVATION CONSTRUCTION CONTRACTOR's ingress to or egress from the property (entry or exit) to perform the elevation activities as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

ARTICLE IV. ENGINEERING SERVICES COST SHARING AND PAYMENT SCHEDULE

This Article outlines the engineering-related financial obligations only and does not authorize or initiate construction activities.

1. Financial Summary:

ENGINEERING COST ESTIMATE	$ 17,200.00
COUNTY's Financial Responsibility (75%)	$ 12,900.00
PROPERTY OWNER MATCH AMOUNT (25%)	$ 4,300.00

2. Payments from PROPERTY OWNER
   a. Payment of the required 25% match from the PROPERTY OWNER in the form of a cashier's check is due at the time this AGREEMENT is signed. Payments will be deposited in a designated account at the COUNTY and a NOTICE TO PROCEED will be issued to the ENGINEER, which will allow the ENGINEER to proceed with inspections, assessments, testing and engineering activities.

ARTICLE V. PROPERTY OWNER'S OBLIGATIONS

A. **MATCH AMOUNT**: As outlined in Article IV, the required 25% match must be paid by the Property Owner at the time of agreement execution.

B. **REIMBURSEMENT**: If it is determined through assessments, inspections, and testing that the structure is not suitable for elevation, the ENGINEER will notify the COUNTY. The COUNTY will, in turn, notify the PROPERTY OWNER. A portion of the MATCH AMOUNT paid by the PROPERTY OWNER may be eligible for reimbursement, subject to COUNTY review and approval, depending on the stage of engineering services performed and allowable costs under the HMGP grant.

C. **MAINTAIN NFIP INSURANCE: The PROPERTY OWNER agrees to maintain flood insurance through the National Flood Insurance Program (NFIP) and not through private flood insurance programs, to insure against the loss of the real property in an amount at least equal to the project cost or assessed value of the real property (whichever is higher), and up to the NFIP maximum of $250,000.**

D. The PROPERTY OWNER acknowledges and agrees that the following notice of NFIP flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office and will include: 1) The name of the current PROPERTY OWNER, 2) The book and page reference to record the current title, and 3) The legal description of the PROPERTY, and will state the following:

"This property has received Federal Hazard Mitigation Assistance. Federal Law requires that NFIP flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 515a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order."

Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

E. **TAXES**: PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:

1. Be paid in full and current,
2. Be under a formal deferral, or
3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

F. **COOPERATION**: PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICAITONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.

G. **DUTY TO INFORM**: PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos		✓	
Lead Paint		✓	
Buried Lines	✓		
Septic Systems		✓	
Water Wells		✓	
Bees		✓	
Propane Tanks		✓	
Sinkholes		✓	
Other (specify):		✓	

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

H. **MEDICAL NEEDS:** PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERT OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a permanent physical disability, a licensed physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible cost of the project. Attach a copy of the Physician's written prescription for a medical need.

Person	Qualifying Disability	Physician's Written Certificate
Debra Wilson	Breathing, ASTHMA hip, joint	

I. **NO CHANGES TO THE FINAL APPROVED ENIGINERING PLAN AND SPECIFICAITONS:** PROPERTY OWNERS will have the opportunity to meet with the ENGINEER to discuss the engineered design of the elevation project. A final version with a rendering will be presented to the PROPERTY OWNER for review and any possible changes. Once the FINAL APPROVED ENGINEERING PLAN AND SPECIFICAITONS have been signed off on, no changes may be made without prior written approval from the COUNTY due to cost control and grant regulations. Any possible changes must be requested in writing and approved in writing by the COUNTY prior to implementation.NO EXTRAS: No unauthorized scope changes or additional services will be permitted from the ENGINEER without the COUNTY's prior written consent. This AGREEMENT pertains solely to engineering services. Any reference to construction or non-engineering activities is beyond the scope of this AGREEMENT and must be addressed separately through COUNTY approval.

J. **PRIOR LIEN HOLDER RIGHTS:** PROPERTY OWNER is required to certify by affidavit on EXHIBIT F the existence or non-existence of any prior lien (e.g., mortgage, deed of trust) on the PROPERTY. If such a lien exists, the PROPERTY OWNER must notify and obtain written consent from the lien holder before executing this AGREEMENT. PROPERTY OWNER further acknowledges that any existing lien on PROPERTY may include restrictions that prohibit the PROPERTY OWNER from entering into or performing this AGREEMENT. Failure to obtain such consent may constitute an event of default under the lien and could result in legal consequences, including foreclosure or loss of the PROPERTY. The COUNTY is not responsible for determining the existence of any lien or for securing consent from the lien holder. These responsibilities lie solely with the PROPERTY OWNER.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

K. **PROPERTY OWNER'S REPRESENTATIONS:** PROPERTY OWNER represents the following to the COUNTY and ENGINEER:

1. PROPERTY OWNER is the fee simple owner of the PROPERTY – meaning they are the complete and total owner of the PROPERTY, which gives them the right to do anything they wish on the land as long as it falls within the established easements and zoning laws.
2. PROPERTY OWNER affirms that, aside from a standard mortgage or first-lien deed of trust, the PROPERTY is free from additional liens, claims, unpaid assessments, or encumbrances that may affect participation in this PROGRAM. If required, the PROPERTY OWNER shall assist the COUNTY in obtaining any necessary documentation or notifications from lienholders.
3. No written contract (or affidavit regarding an oral contract) related to the engineering design or elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County. The PROPERTY OWNER affirms that no third-party agreements exist that may conflict with the scope, intent, or funding requirements of this AGREEMENT.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing of this contract.
5. All financial statements delivered to the COUNTY by or on behalf of the PROPERTY OWNER are each true and correct in all respects and there has been no material adverse change in such statements as of the date of the signing of this contract.
6. PROPERTY OWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render them insolvent. If solvency concerns exist or a bankruptcy has occurred, the PROPERTY OWNER must have disclosed them to the COUNTY prior to signing, and the COUNTY must execute this AGREEMENT with full awareness of such disclosures.

L. **ASSIGNMENTS:** PROPERTY OWNER shall not assign or otherwise transfer this AGREEMENT, in whole or in part, without prior written approval of the COUNTY. If such consent is granted, the COUNTY may require that the original PROPERTY OWNER remain responsible for obligations under this AGREEMENT unless the COUNTY approves a full substitution of parties in writing.

In the event of the death or incapacitation of the PROPERTY OWNER, any successor in interest (e.g., heir, executor, or legal representative) must promptly notify the COUNTY and submit documentation of legal authority. Such successor shall be required to either:

(a) assume full responsibility under this AGREEMENT, subject to COUNTY approval; or
(b) formally withdraw from the PROGRAM under COUNTY-defined procedures, which may include reimbursement obligations if Federal funds have been expended.

M. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** will be presented to the PROPERTY OWNER for review, acceptance, and execution at the completion of the engineering phase. If the PROPERTY OWNER **accepts**, they must return an executed copy of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS to the COUNTY within **seven (7) calendar days** of the ENGINEER's presentation.

If the PROPERTY OWNER **does not accept**, they must provide written notice to the COUNTY within the same seven (7) calendar day period, stating the reason(s) for non-acceptance.

No further actions by the COUNTY or ENGINEER will proceed without written acceptance of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS by the PROPERTY OWNER.In cases where no response is received within the allotted time, the COUNTY reserves the right to determine the next steps, which may include pausing the project, issuing a formal withdrawal notice, or offering a limited extension.

N. **INDEMNITY:** To the extent permitted by law, the PROPERTY OWNER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, the ENGINEER, and any designated COUNTY AGENT from and against any and all claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the PROPERTY OWNER's negligent acts, errors, or omissions under this AGREEMENT.

O. **STATE PROVISIONS: PROPERTY** OWNER must comply with all applicable provisions listed in EXHIBIT G (TDEM-Specific Clauses) of this AGREEMENT.

ARTICLE VI. ENGINEER OBLIGATIONS

A. **Standards of Elevation:** In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be engineered in a good and professional manner, fit for their intended purpose, fully equipped with materials of high quality, strictly in accordance with each of the following, as applicable: (i) the WORK ORDER; (ii) the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS; (iii) the RFQ; (iv) the Environmental Standards; (v) FEMA Floodplain regulations; (vi) if applicable, TWIA requirements, and (vii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. **No changes to the Scope of Work:** Once the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS are reviewed, agreed-upon, and signed, no changes shall be made except with the prior written approval of the COUNTY. This AGREEMENT does not authorize construction activities. Any construction or material changes made by an ELEVATION CONSTRUCTION CONTRACTOR or subcontractor must be addressed under a separate construction agreement and are subject to COUNTY review and approval.

C. **Corrective Action:** If the ENGINEER identifies any issues based on the engineering scope that may affect the design, safety, or feasibility of elevation activities, the ENGINEER

shall promptly notify the COUNTY and recommend corrective actions as appropriate. ENGINEER shall maintain a detailed record of all such issues, including documentation of any pre-existing damages observed during inspections or assessments. These damages must be clearly noted in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The PROPERTY OWNER will be required to sign off on this documentation to acknowledge the condition of the property prior to elevation construction.

D. **Records Retention:** ENGINEER shall keep and maintain all records associated with this AGREEMENT for a minimum of seven (7) years from the formal closure of the grant project with the State, or for the duration required by applicable Federal, State, or Local laws — whichever period is longer. ENGINEER shall allow the COUNTY reasonable access to the records in the ENGINEER's possession, custody, or control that the COUNTY deems necessary to assist in auditing the services, costs, and payments provided under this AGREEMENT. ENGINEER shall also allow reasonable access to representatives of the State of Texas granting agency, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

E. **Prompt Payment:** ENGINEER will promptly pay all subcontractors or third-party professionals associated with assessments, preliminary elevation certificates (if applicable), testing, and other services associated with the development of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

F. **Allocation of Profit:** ENGINEER agrees that any monies received pursuant to this AGREEMENT shall first be applied to the payment of all outstanding invoices from subcontractors or service providers involved in assessments, testing, or other engineering tasks, before any portion is applied to ENGINEER's overhead or profit.

G. **Debarment and Suspension:** ENGINEER certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other applicable federal responsibility matters. ENGINEER agrees to include this certification in all contracts between itself and any subcontractors associated with surveying, testing, or other activities conducted under this AGREEMENT. If at any time ENGINEER becomes noncompliant with Executive Order 12549 or other applicable regulations, it shall immediately notify the COUNTY in writing and refund any payments received under this AGREEMENT during the period of ineligibility.

H. **Equal Opportunity / Non-Discrimination:** ENGINEER agrees to comply with all applicable Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination based on race, color, religion, national origin, sex, familial status, disability, or veteran status. ENGINEER further agrees to include this certification in all contracts with subcontractors or third parties engaged in surveying, testing, or other services performed under this AGREEMENT.

I. **Assignment:** ENGINEER shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the ENGINEER of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a

material default under the AGREEMENT and grounds for immediate termination of this AGREEMENT.

J. **Latent Site Conditions:** Under no circumstances will the ENGINEER be responsible for any costs incurred with respect to hidden or unknown defects that exist at the project site. Any and all costs incurred by the ENGINEER in connection with identifying, addressing, or mitigating such latent or unknown conditions shall be recoverable by the ENGINEER, subject to prior written approval by the COUNTY.

K. **Indemnity:** To the extent permitted by law, the ENGINEER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, and the PROPERTY OWNER from and against any claims, liabilities, damages, or expenses incurred by the COUNTY or PROPERTY OWNER, to the extent caused by the ENGINEER's negligent acts, errors, or omissions in connection with the performance of this AGREEMENT.

L. **Note:** This AGREEMENT pertains solely to engineering services. Any references to construction activities in Article VI are for context or coordination purposes only. They do not expand the ENGINEER's scope, responsibilities, or liability to include construction services. All construction activities are governed under a separate agreement.

M. **Conflict of Interest Disclosure**: The ENGINEER has completed and submitted a Conflict-of-Interest Questionnaire (CIQ) as required under Chapter 176 of the Texas Local Government Code. The completed CIQ is attached to this AGREEMENT as Exhibit K and is incorporated herein by reference. The ENGINEER agrees to update the CIQ within seven (7) days of any event that would require a change in the information disclosed. This obligation remains in effect throughout the term of this AGREEMENT.

N. **DUE DILIGENCE RESPONSIBILITY:** ENGINEER is solely responsible for determining whether elevation activities will interfere with any recorded instrument, deed restriction, easement, or regulation affecting the PROPERTY. The COUNTY makes no warranty regarding title or encumbrances.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to the PROPERTY OWNER and ENGINEER, or either of them, is limited to disbursing the MITIGATION OFFER amount in accordance with the terms and conditions of this AGREEMENT. No additional obligation or liability is implied or assumed by the COUNTY beyond this disbursement.

B. **Non-Responsibility of COUNTY for Third-Party Actions:** The COUNTY is not responsible for any of the following (this list is illustrative, and not exclusive):
   a. The quality or timing of the ENGINEER's services to develop the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS;
   b. The quality or timing of the elevation construction;
   c. Resolution of disputes between the ENGINEER and PROPERTY OWNER;
   d. Enforcement of this AGREEMENT, or any other agreement between the ENGINEER and the PROPERTY OWNER;
   e. Payment of PROPERTY OWNER's funds to ENGINEER regarding excess engineering costs above the MITIGATION OFFER amount;
   f. Removal of liens;
   g. Curing title defects;

h. Acts or omissions of the ENGINEER, PROPERTY OWNER, or other contractor or supplier.

C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to the ENGINEER or the PROPERTY OWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening ENGINEER and PROPERTY OWNER, approving contracts and subcontracts, and approving the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be taken by the COUNTY solely for its own protection. Except for the COUNTY's express obligations under this AGREEMENT, nothing herein shall be construed to create any obligation or liability on the part of the COUNTY to the ENGINEER, PROPERTY OWNER, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by the ENGINEER or subcontractors, or prevention of claims for mechanic's liens.

D. **Limitation of Warranties:** To the fullest extent allowed by law, the COUNTY makes no warranties of any kind, express or implied, to the PROPERTY OWNER, and the PROPERTY OWNER waives all warranties and representations from the COUNTY, whether oral or written, whether expressed or implied, concerning the PROPERTY or IMPROVEMENTS, including, without limitation, any warranty of habitability, fitness for a particular purpose, or construction in a good and workmanlike manner. Nothing herein shall be construed to limit the ENGINEER's responsibilities to the PROPERTY OWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. **ENGINEER Default:** ENGINEER will be in default under this AGREEMENT upon the occurrence of any of the following events:

(i) ENGINEER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure;

(ii) ENGINEER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or

(iii) ENGINEER commits a default under any other contract it has entered into with Galveston County.

In the event of the ENGINEER's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

a. Terminate this AGREEMENT on written notice to ENGINEER.
b. Compel the ENGINEER to stop the work under this AGREEMENT on written notice to the ENGINEER, whereupon the ENGINEER shall withdraw from the project and assign to the COUNTY all subcontractors as the COUNTY may request, and transfer all assessments, testing, permitting, plans, and specifications developed to date as the COUNTY may direct.

c. Complete the work, either with or without using ENGINEER's assessments, testing, permitting, plans, and specifications.
d. Withhold payment of any further sums due to ENGINEER under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon the COUNTY shall determine the amount, if any, of damages caused by the ENGINEER's default, the amount to which ENGINEER is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate the ENGINEER for the use of the ENGINEER's assessments, testing, permitting, plans and specifications. Upon such determination, COUNTY shall pay to the ENGINEER the net amount which may be due, if any, in accordance with such determination.
e. Sue ENGINEER for damages, injunctive, or equitable relief.

In addition to the remedies stated here, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY's waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. **PROPERTY OWNER's Default**: PROPERTY OWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
   a. PROPERTY OWNER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure.
   b. PROPERTY OWNER becomes insolvent or unable to pay its debts as they become due, declares bankruptcy, or makes an assignment for the benefit of creditors.
   c. PROPERTY OWNER is in default under any other contract it has entered into with Galveston County.
   d. PROPERTY OWNER has misused the proceeds of this MITIGATION OFFER.
   e. PROPERTY OWNER has made material misrepresentations in connection with this AGREEMENT. In the event of PROPERTY OWNER's default, the COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions at its sole discretion:
      i. Terminate this AGREEMENT upon written notice to the PROPERTY OWNER.
      ii. Direct the ENGINEER to stop the work under this AGREEMENT, either temporarily or permanently. Notwithstanding the foregoing, sums earned or incurred by the ENGINEER through the date of termination shall be preserved subject to COUNTY review.
      iii. Withhold payment of any further sums due to the ENGINEER for any unearned portion of the activities described under this AGREEMENT.
      iv. Pursue damages, injunctive, or equitable relief as permitted by law.

C. **COUNTY's Discretionary Termination:** The COUNTY reserves the right to terminate this AGREEMENT, in whole or in part, upon written notice to the ENGINEER and PROPERTY OWNER, if continued performance is determined to be contrary to federal or state grant requirements, administratively infeasible, or inconsistent with the COUNTY's mitigation program objectives. In such an event, the COUNTY will compensate the ENGINEER for all eligible and documented services satisfactorily performed up to the effective date of termination, subject to FEMA and TDEM approval.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. **Relationship of the parties to this AGREEMENT**: ENGINEER is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the parties, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.

B. **Immunity Retained:** The parties to this AGREEMENT agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any and all defenses, including but not limited to claims of sovereign, qualified, or official immunity, against any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its elected officials, officers, employees, or agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. **Inspection:** Representatives from the Federal Government, the State, the COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. ENGINEER and PROPERTY OWNER shall take all steps necessary to ensure that representatives from the Federal Government, the State, the COUNTY, or their designees are permitted to examine and inspect all documentation, assessments, testing results, permits, plans, and specifications related to this AGREEMENT. Such inspections shall not constitute acceptance of work, nor shall they impose any responsibility on the Federal Government, the State, or the COUNTY for defective work, nor shall they relieve either party of liability for breach of this AGREEMENT.

D. **Notice:** Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered to the respective party or parties as addressed in ARTICLE II: ADMINISTRATIVE CONTACTS. Any notice shall be deemed delivered—whether actually received or not—when deposited in the United States mail, postage fully paid, via certified mail, and addressed to the intended recipient at the notice address set forth on the Cover Page and in ARTICLE II: ADMINISTRATIVE CONTACTS. Notice given in any other manner shall be effective only if and when received by the intended recipient. Any change of address for notice must be communicated in writing and delivered in accordance with the CHANGE ORDER process under this AGREEMENT.

E. **Entirety of Agreement:** This AGREEMENT contains the entire agreement and understanding among the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter of this AGREEMENT or the services or deliverables to be provided under it.

F. **Duty to Provide Additional Information:** PROPERTY OWNER and ENGINEER shall, within three (3) business days of receipt, furnish to the COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any of the following:
   a. Any governmental or private authority having jurisdiction over the PROPERTY;
   b. Any insurance company carrying a policy pertaining to the PROPERTY;
   c. Any lender holding a lien or security interest against any part of the PROPERTY; or
   d. Any person asserting a claim against the PROPERTY OWNER, ENGINEER, or the PROPERTY.

G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas.

H. **Severability:** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then such legal limitations shall be deemed a part of this AGREEMENT and shall operate to amend or modify the affected provision to the minimum extent necessary to bring it into conformity with applicable law. As so modified, this AGREEMENT shall remain in full force and effect.

J. **Force Majeure:** No party to this AGREEMENT shall be liable for any failure or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is caused by acts of God, acts of public enemies, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (regardless of whether employee demands are reasonable or within the party's power to satisfy), failures of common carriers, internet service providers, or other communication systems, cyberattacks, criminal acts, acts of governmental authorities (civil or military, domestic or foreign), or the failure or delay of third parties or agencies from whom a party must obtain approvals, licenses, permits, or materials (collectively, "Force Majeure Occurrences"). Any resulting delay shall not constitute a breach of this AGREEMENT, and all affected deadlines shall be extended for a period equal to the time lost due to such delays. No party shall be liable to the other for any claims, damages, or losses resulting from a Force Majeure Occurrence.

K. **Authority:** Each party to this AGREEMENT represents and warrants that the individual executing this AGREEMENT on its behalf has full power and authority to do so, and that this AGREEMENT constitutes the legal, valid, and binding obligation of each party.

L. **Amendment:** This AGREEMENT may be amended only by a **written instrument signed by all parties** to this AGREEMENT, with each party's authorization properly documented.

M. **Survival:** The provisions of **ARTICLES I, II, IV, VI(G), VII(C), (D), IX(B), (J), X, XI** and EXHIBIT G – TDEM Specific Clauses shall survive the termination or expiration of this AGREEMENT.

ARTICLE X. DUPLICATION OF BENEFITS & LEGAL SETTLEMENTS

The PROPERTY OWNER agrees to notify the COUNTY in writing of any financial settlement, insurance claim, grant payment, or legal judgment received that relates, in whole or in part, to the HMGP-funded elevation of the subject PROPERTY. The PROPERTY OWNER acknowledges and agrees that any such funds received for the same purpose as assistance provided under this AGREEMENT may constitute a Duplication of Benefits (DOB) and may result in a reduction of current or future grant funds or a required repayment to the COUNTY.

This includes, but is not limited to, payments or reimbursements from:

- Lawsuits related to structural damages or construction defects;
- Insurance claims following disasters;
- ICC (Increased Cost of Compliance) proceeds;
- Private grants or other FEMA-funded programs.

This obligation to disclose is required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). Failure to disclose these funds may constitute a material breach of this AGREEMENT and could result in disqualification from future FEMA assistance or legal recovery actions by the COUNTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

ARTICLE XI. DISPUTE RESOLUTION

In the event of a disagreement, dispute, or claim arising from or related to this AGREEMENT, including but not limited to the performance, interpretation, application, or breach of any term herein, the following process shall govern:

A. **Notice and Initial Resolution Effort:** The PARTY asserting a dispute shall notify the other PARTY/PARTIES in writing, clearly identifying the nature of the dispute, the impacted provisions of the AGREEMENT, and the requested resolution. Upon receipt of such notice, the PARTIES shall make a good faith effort to resolve the dispute through informal discussion within ten (10) business days.

B. **COUNTY Review and Determination:** If the dispute is not resolved informally, the COUNTY shall have the authority to review the matter and issue a written determination within fifteen (15) business days. The COUNTY's decision shall be based on applicable contract terms, FEMA program rules and regulations, and any supporting documentation submitted by the PARTIES.

C. **Non-Binding Mediation (Optional):** Should either the ENGINEER or PROPERTY OWNER disagree with the COUNTY's determination, the PARTY may submit a written request to enter into non-binding mediation. Mediation shall only proceed if the COUNTY agrees to participate. Mediation shall be conducted by a mutually agreed-upon mediator with FEMA or engineering contract expertise, and the process shall occur within thirty (30) calendar days of the request. Costs associated with mediation shall be shared equally by the requesting PARTIES. Nothing in this clause shall be construed to require the COUNTY's participation in disputes solely between the ENGINEER and the PROPERTY OWNER.

D. **No Waiver of Legal Rights:** Participation in any portion of this dispute resolution process does not waive any PARTY's legal rights, including the COUNTY's right to seek immediate injunctive relief or to terminate this AGREEMENT under ARTICLE VIII. This section is intended to provide a structured resolution process while preserving all remedies available at law or in equity.

E. **Continued Performance: Unless** otherwise directed by the COUNTY, all PARTIES shall continue to fulfill their obligations under this AGREEMENT during the dispute resolution process.

F. The County reserves the right to terminate this Agreement in the event of noncompliance, homeowner withdrawal, or failure to adhere to program timelines or requirements.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

****The remainder of this page is intentionally left blank****

Docusign Envelope ID: AF254765-9C61-4B21-9723-BB08EC6C0993

This AGREEMENT is hereby **EXECUTED** by the parties of this AGREEMENT, each respective party acting by and through its duly authorized representative, to be effective on the date specified herein.

PROPERTY OWNER(S)
(ALL PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY MUST SIGN):

Signature of Property Owner — Date: 08/04/2025

Signature of Property Owner — Date

ENGINEER

DocuSigned by:
245D94BF30F7449...
Signature Chandra Franklin Womack — Date: 8/5/2025

Aran + Franklin Engineering Inc.
CEO/President
Printed Name and Title

COUNTY

Mark Henry, Galveston County Judge — Date

Dwight Sullivan, Galveston County Clerk — Date Attested

EXHIBIT A
ENGINEER'S COST ESTIMATE

Applicant ID	GALH-E115-25	
Homeowner	**Sum of Total**	
Gregory G Wilson	**$**	**17,200**
1212 Esther St	**$**	**17,200**
M1	$	7,300
M2	$	6,100
M3	$	1,100
M4	$	700
M5	$	2,000
Grand Total	**$**	**17,200**

Milestone 1 (M1)		
Elevation Certificate	$	400.00
Ground Penetrating R	$	2,250.00
Technical Report (Soil	$	3,800.00
Topographical Survey	$	850.00
Total:	**$**	**7,300.00**
Milestone 2 (M2)		
Design Completion &	**$**	**6,100.00**
Milestone 3 (M3)		
Construction Milestor	$	700.00
Mid Lift EC	$	400.00
Total:	**$**	**1,100.00**
Milestone 4 (M4)		
Construction Milestor	**$**	**700.00**
Milestone 5 (M5)		
Construction Milestor	$	700.00
Final EC	$	400.00
Final Survey	$	500.00
WS Certification	$	400.00
Total:	**$**	**2,000.00**
Total Engineering:	**$**	**17,200.00**

EXHIBIT B
CONTRACT BETWEEN COUNTY AND ENGINEER

State of Texas §
§
County of Galveston §

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and Aran Franklin Engineering, Inc. (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties. This Agreement is to perform engineering services for home elevation within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

RECITALS

The County conducted a Request for Qualifications, Number RFQ #B242004, entitled "Galveston County Home Elevation Engineering Services" (the "RFQ"), to procure professional engineers to engineer-design the elevation of single-family dwellings impacted by Hurricane Harvey through the County to mitigate against future flooding (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering. The terms of the RFQ and submitter's proposal are fully incorporated herein as part of the contract as if fully stated in this document.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its Grants Administration Manager, of the various drawings, data, and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the Grants Administration Manager, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the Grants Administration Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards.

To implement this coordination, the Grants Administration Manager shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report

of project status to the Grants Administration Manager and the Grants Administration Manager is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is $500,000.00 including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer

shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Chandra Franklin Womack, P.E.
Aran & Franklin Engineering, Inc.
8419 Emmett F. Lowry
Texas City, TX 77591-2249

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Grants Administration Manager,
Professional Services
722 Moody Ave., 3rd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By: _____
Mark Henry
County Judge

Date Signed: September 30, 2024

Attest: _____
Dwight D. Sullivan,
Galveston County Clerk

Aran Franklin Engineering, Inc.

By: _____
Chandra Franklin Womack
P.E.

Date Signed: 9-27-2024

Exhibit A

Pricing proposal for Galveston County September 20, 2024

Home elevations – Scope

Preliminary Design Inspections- photos of all 4 sides, field verify measurements of the house based on survey, measure and sketch location of all windows and doors, plate heights, roof slopes, etc.

Design Drawings – perimeter wall layouts, elevations of all 4 sides (existing and proposed), 3D Renderings in accordance with the NFIP standards in 44 CFR Part 60 and to the latest published edition of ASCE 24 or its equivalent criteria. Compare to original architectural plans, if available.

Structural Layout Plans – layout-based field Inspections and draw original structural plans. Lay out, sub pile locations, grade beams, footings, chain wall, stair & landing locations, ac decks, garage tie in, etc. Lay out flood vent plan design.

Windstorm and Structural Engineering Design – make engineering changes based on structural layouts and design drawings. Calculate vents needed for air and flood. Stamp and issue 100% plans and specifications for construction bids.

Inspections and Confirmations –

1. 30%/Milestone 2 Inspection and invoice certification (Dig and Lift)
2. 60% Completion Inspection (Piers pushed and formed Grade Beams)
3. 90%/Milestone 3 – Completion Inspection invoice certification (house fully lifted and secured)
4. 100%/Milestone 4 – Completion Inspection and invoice certification (all construction and documents complete)

Letter – vent plan letter for City of Galveston for any/all houses within the Galveston City Limits.

As-Builts- structural plans will be reissued "as-built" based on inspections and plan changes during construction provided to construction contractor for permit closeout.

One contract with individual task orders will be issued per address.

(855) 946-3364
(409) 935-9200
Info@AranFranklin.com
AranFranklin.com
8419 Emmett F Lowry Expy
Texas City, TX 77591

Changes to scope after design drawings are approved will incur:

- CAD charges of $90/hr.
- Design at $90/hr.
- Structural at $125/hr.

LUMP SUM PRICING DESIGN:

- 1 story houses up to 5,500 SF under roof - $4,500.00
- Large 1 story and all 2 story houses - $5,750.00
- Higher elevations (structures above 6' require additional engineering) with larger spans add - $1,600.00

LUMP SUM PRICING INSPECTIONS AND WINDSTORM CERTIFICATION:

- All home sizes $2,500.00
- Additional letters $100 each unless inspections are required
- Failed inspections - contractor will have to pay a $400.00 reinspection fee as approved by Galveston County.

Geo-Technical Report* (Soils Report- includes up to (3) 25' borings)

- $3,800.00 / Lot

Surveying Pricing*: (Note: Topo pricing to be determined on a case-by-case basis based on lot size)

- Elevation Certificate: $400.00 each (need preliminary, mid lift and final)
- Topographical Survey: $+/- $850.00 - +/- $1,600.00
- Final Survey: $500.00 (showing elevated home and all access structures- as needed)

Use of existing elevation certificates and topographical surveys will be assessed on a case by case basis and pricing reduced accordingly if found to be acceptable for use on the project.

Ground Penetrating Radar* (slab scans- price varies based on home size)

- $2000.00 - $2750.00

RFQ (help design RFQ):

Assist in providing guidance for qualification of contractor pool.
Includes half day consultation on contractor qualification criteria and performance expectations and final review of RFQ specifications prior to issuance. $3500 (one time fee)

* Typical turnaround times for receipt of outsourced services are 3-4 weeks and weather dependent. We cannot finalize our plans without this information so this will affect the overall deliverable timeframes.

Customer Service Portal: pricing to be provided to GrantWorks

EXHIBIT C
POWER OR ATORNEY
OR
LETTERS OF APPOINTMENT AS GUARDIAN OF ESTATE

(If Applicable)

EXHIBIT D
DUTY TO INFORM

Docusign Envelope ID: 5EDFA1E5-2633-41C8-A009-1E98A1556A85

Duty to Inform

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): Gregory Wilson
Project Address: 1212 Esther St., Kemah, TX 77565
HMGP Project Number: DR4332-25
Project #: E115-25
Date: 10/24/2025

PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not Present	Unknown
Asbestos	☐	☑	☐
Lead Paint	☐	☑	☐
Buried Lines	☑	☐	☐
Septic System	☐	☑	☐
Water Wells	☐	☑	☐
Bees	☐	☑	☐
Propane Tank	☐	☑	☐
Sinkholes	☐	☑	☐
Other (Specify):	☐		

Homeowner Signature(s):

Signed by: _____ Date: _____
366BC7CFB492475...

_____ Date: 10/27/2025

County Representative Name & Title:

Signature: Rebecca McCord Whitlock Date: 10/24/2025

Rebecca McCord Whitlock
Sr. Director
GrantWorks, Inc

EXHIBIT E
EXAMPLE FEMA ELEVATION CERTIFICATE AND INSTRUCTION
(2012 EDITION) (FEMA FORM 086-0-33)

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

O.M.B. No. 3067-0077
Expires July 31, 2002

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

For Insurance Company Use:

BUILDING OWNER'S NAME — Policy Number

BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. — Company NAIC Number

CITY — STATE — ZIP CODE

PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.)

LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##.##" or ##.#####°) — HORIZONTAL DATUM: |__| NAD 1927 |__| NAD 1983 — SOURCE: |__| GPS (Type):_____ |__| USGS Quad Map |__| Other:_____

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER	B2. COUNTY NAME	B3. STATE

B4. MAP AND PANEL NUMBER	B5. SUFFIX	B6. FIRM INDEX DATE	B7. FIRM PANEL EFFECTIVE/REVISED DATE	B8. FLOOD ZONE(S)	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
|__| FIS Profile |__| FIRM |__| Community Determined |__| Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: |__| NGVD 1929 |__| NAVD 1988 |__| Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? |__| Yes |__| No
Designation Date:_____

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: |__|Construction Drawings* |__|Building Under Construction* |__|Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____
Elevation reference mark used_____ Does the elevation reference mark used appear on the FIRM? |__| Yes |__| No

- ❑ a) Top of bottom floor (including basement or enclosure) _____ . ___ ft.(m)
- ❑ b) Top of next higher floor _____ . ___ ft.(m)
- ❑ c) Bottom of lowest horizontal structural member (V zones only) _____ . ___ ft.(m)
- ❑ d) Attached garage (top of slab) _____ . ___ ft.(m)
- ❑ e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.) _____ . ___ ft.(m)
- ❑ f) Lowest adjacent (finished) grade (LAG) _____ . ___ ft.(m)
- ❑ g) Highest adjacent (finished) grade (HAG) _____ . ___ ft.(m)
- ❑ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade _____
- ❑ i) Total area of all permanent openings (flood vents) in C3.h _____ sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME — LICENSE NUMBER

TITLE — COMPANY NAME

ADDRESS — CITY — STATE — ZIP CODE

SIGNATURE — DATE — TELEPHONE

IMPORTANT: In these spaces, copy the corresponding information from Section A.	For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.	Policy Number
CITY STATE ZIP CODE	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

|__| Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1. through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

E1. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

E2. The top of the bottom floor (including basement or enclosure) of the building is |__|__| ft.(m) |__|__|in.(cm) |__| above or |__| below (check one) the highest adjacent grade. (Use natural grade, if available.)

E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is |__|__| ft.(m) |__|__|in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.

E4. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? |__| Yes |__| No |__| Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, C, and E are correct to the best of my knowledge.*

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

ADDRESS CITY STATE ZIP CODE

SIGNATURE DATE TELEPHONE

COMMENTS

|__| Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

G1. |__| The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. |__| A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. |__| The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: |__| New Construction |__| Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ . ___ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ . ___ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME TITLE

COMMUNITY NAME TELEPHONE

SIGNATURE DATE

COMMENTS

|__| Check here if attachments

EXHIBIT F
EXAMPLE MITIGATION OFFER/DECLINATION NOTICE

Texas Division of Emergency Management (TDEM)
Hazard Mitigation Grant Program (HMGP)
Final MITIGATION OFFER

S A M P L E

State Grantee: **Texas Division of Emergency Management**

Subgrantee: **Galveston County, Texas**

PROPERTY OWNER(s);
>>>>>

>>>>>

>>>>>

>>>>>

PROPERTY: >>>>>

NFIP Policy Number: >>>>> **Repetitive Loss Number:** >>>>>

This form documents the formal MITIGATION OFFER for the HMGP Program.

1. A mitigation grant has been awarded to Galveston County under the Hazard Mitigation Grant Program (HMGP) from the Texas Division of Emergency Management (TDEM) for the elevation of properties within the Galveston County limits.

2. The HMGP grant program is a voluntary program.

3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected at a level consistent with the Federal Privacy Act and similar State and local laws and ordinances.

4. The estimated amounts for elevation of the PROPERTY in the grant application are now finalized in this MITIGATION OFFER.

The MITIGATION Offer is provided to you for the elevation of the above-referenced PROPERTY.

MITIGATION OFFER	**$ >>>>>**

Your final MITIGATION OFFER amount is based on the following amounts:

Eligible Engineering Costs	$ >>>>>
Eligible Elevation Construction Costs	$ >>>>>
Subtotal	$ >>>>>
Deductions (ICC, Flood Insurance, SB7, other Duplicated Benefits)	$ >>>>>
MITIGATION OFFER	$ >>>>>
REQUIRED MATCH FROM PROPERTY OWNER	$ >>>>>
GRANT FUNDED AMOUNT	$ >>>>>

Any ineligible cost featured in an extra work agreement with the ENGINEER or ELEVATION CONSTRUCTION CONTRACTOR must be pre-approved in writing by the COUNTY and will be considered to be a cost to be borne solely by the PROPERTY OWNER under a separate contract and are not part of this MITIGATION OFFER.

TEMPORARY LIVING EXPENSES that exceed the daily maximum allowable cost or the total maximum costs will also be considered a cost to be borne solely by the PROPERTY OWNER.

The PROPERTY OWNER is accountable for maintenance and insurance requirements for the PORPERTY during and after the mitigation project implementation (i.e., maintaining NFIP insurance on the PROPERTY for the life of the Property).

The PROPERTY OWNERs additional responsibilities may include securing a contractor, receiving funds in a back account for the TEMPORARY LIVING EXPENSES, keeping receipts for the project in accordance with grant and AGREEMENT requirements, and other programmatic requirements as specified by the COUNTY.

PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

Name	Address	Notified
>>>>>	>>>>>	>>>>>

Homeowner Withdrawal Acknowledgment Form

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____
Project Address: _____
HMGP Project Number: _____
Project #: _____
Date: _____

Statement of Non-Participation

I/We, the undersigned, acknowledge that we were offered the opportunity to participate in the FEMA Hazard Mitigation Grant Program (HMGP) for the elevation of our home located at _____. After receiving information regarding the program's requirements, scope, and potential benefits, I/we have decided **not to move forward** with the elevation project at this time.

I/We understand that:

- By declining participation, no further HMGP elevation work will be performed at the property.
- This decision is **voluntary** and made without coercion or pressure from the County, its representatives, or GrantWorks, Inc.
- I/We may not be eligible for re-enrollment under this funding cycle, and future program participation (if any) will be subject to FEMA and County policy and funding availability.

Reason for Withdrawal (Optional):

☐ Financial concerns
☐ Personal/family circumstances
☐ Structural or site concerns
☐ Timeline/delays
☐ Other: _____

Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

_____

Signature: _____ Date: _____

_____

For Official Use Only:

☐ Project removed from elevation roster
☐ Notified Engineering/Construction team
☐ Withdrawal documented in project file
☐ FEMA/TDEM notified

EXHIBIT G
GRANT/TDEM-SPECIFIC CLAUSES

1. **Federal and State Funding Disclaimer:** This project is funded by the FEMA Hazard Mitigation Grant Program (HMGP), administered by the Texas Division of Emergency Management (TDEM), and is contingent on continued eligibility under the terms and conditions of DR-4332.

2. **Non-Duplication of Benefits (DOB) Clause:** The Homeowner certifies that they have not and will not receive funding from any other source (e.g., ICC, SBA, insurance, legal settlement) for the same purpose. Any funds received that duplicate FEMA assistance must be reported and may be subject to recapture.

3. **FEMA Model Deed Restriction Acknowledgment** (Attachment): The Homeowner acknowledges receipt of and agrees to execute the required Acknowledgment of Conditions for Mitigation, including the requirement to maintain flood insurance in perpetuity.

4. **Flood Insurance Requirement (NFIP)**: The Homeowner agrees to maintain flood insurance on the property in accordance with 44 CFR § 206.252 and the NFIP, for the life of the property, regardless of transfer of ownership

5. **Construction & Reimbursement Contingency Clause:** All work must be within the approved scope of work as authorized by FEMA and TDEM. Any unauthorized work may result in non-reimbursement and possible removal from the program.

6. **Procurement & Conflict of Interest Compliance:** The parties acknowledge that the Contractor/Engineer was procured in accordance with 2 CFR §§ 200.318–200.326 and applicable state procurement laws. The Contractor affirms that no conflict of interest exists.

7. **Compliance with 2 CFR 200 and HMA Guidance:** The parties agree to comply with all applicable provisions of 2 CFR Part 200, FEMA Hazard Mitigation Assistance (HMA) Program Guidance, and TDEM's implementation requirements for HMGP DR-4332.

EXHIBIT H
FEMA RECORD OF ENVIRONMENTAL CONSIDERATION

July 17, 2018

James Gentile
Contract Services
722 Moody Avenue, 3rd Floor
Galveston, Texas 77550
James.gentile@co.galveston.tx.us

Re: Project review under Section 106 of the National Historic Preservation Act of 1966, Review of Elevation/ Reconstruction of 50 Residences, Hazard Mitigation Grant Program, Galveston County, Texas (FEMA)

Dear Mr. Gentile,

Thank you for your correspondence, submitted via eTRAC on June 29, 2018, regarding the above-referenced projects. This letter serves as comment on the proposed undertakings from the State Historic Preservation Officer (SHPO), the Executive Director of the Texas Historical Commission.

The review staff, led by Kelly Little, has completed its review of the material submitted. It is our understanding that Galveston County proposes to elevate or reconstruct 200 residences through the county; at present, 50 properties have been submitted for SHPO review. SHPO was provided with photographs of each of the 50 buildings, a spreadsheet with addresses and construction dates, and a map.

Based on the information submitted and application of federal criteria for historical designation, staff has determined that the following buildings are **not eligible** for listing in the National Register of Historic Places. Undertakings at these properties will have **no effect on historic resources** and no further consultation is necessary with our agency under Section 106 of the National Historic Preservation Act:

1 Highland Drive, Hitchcock , TX 77563
10402 Jay Road, Hitchcock , TX 77563
1209 Esther Street, Kemah, TX 77565
1209 Shady Oak Lane, Dickinson, TX 77539
1211 Esther Street, Kemah, TX 77565
1212 Esther Street, Kemah, TX 77565
1215 Esther Street, Kemah, TX 77565
1216 Esther Street, Kemah, TX 77565
1317 Sunset Drive, Dickinson, TX 77539
16 Perthuis Farms Road, La Marque, TX 77568
202 Merry Way, Alvin, TX 77511
209 Old Bayou Drive, Dickinson, TX 77539
2101 Wimcrest Street, Galveston, TX 77551
2118 Cove Park Drive, League City, TX 77573
2124 59th Street, Galveston, TX 77551
2127 E Winn Street, League City, TX 77565
214 12th Street, San Leon, TX 77539
2150 Cove Park Drive, Kemah, TX 77565
2154 Cove Park Drive, League City, TX 77573
21914 Matagorda Drive, Galveston, TX 77554



23 Edgewater Drive, Hitchcock , TX 77563
2429 Avenue D , San Leon, TX 77539
2809 Avenue H , Dickinson, TX 77539
2817 Belmont Street, Dickinson, TX 77539
2819 Frostwood Circle, Dickinson, TX 77539
2922 Colonial Drive, Dickinson, TX 77539
2924 Colonial Drive, Dickinson, TX 77539
30 Lakeside Drive, Hitchcock , TX 77563
3122 Avenue H , Dickinson, TX 77539
3318 Maple Drive, Dickinson, TX 77539
3526 Elm Drive, Dickinson, TX 77539
3722 Bayou Circle, Dickinson, TX 77539
3919 Liggio Street, Dickinson, TX 77539
3951 Wagon Road, Dickinson, TX 77539
4210 Country Club Drive, Dickinson, TX 77539
4302 Edward Street, Texas City, TX 77591
4402 Edward Street, Texas City, TX 77591
4517 Bayou Bend, Drive, Dickinson, TX 77539
4524 Bayou Bend Drive, Dickinson, TX 77539
4607 East 28th Street, Dickinson, TX 77539
4927 Alamo Drive, Galveston, TX 77551
506 E. Shore Drive, Clear Lake Shores, TX 77565
518 Lakeside Drive, League City, TX 77565
618 Bel Road, Kemah, TX 77565
6810 Wayside Drive, Hitchcock , TX 77563
717 Narcissus Road, Clear Lake Shores, TX 77565
7621 2nd Street, Hitchcock , TX 77563
8001 Meadowbrook Drive, Hitchcock , TX 77563
920 4th Street, League City, TX 77573

4409 Avenue K is located within an area that is **eligible** for listing in the National Register of Historic Places as a historic district. Despite the noted construction date of 1975, this house appears to be of older construction and would be a contributing resource to the district. SHPO will need additional information to determine the effect of the undertaking on the historic building; please provide more specific information on what will take place at this property so that we may complete our review. Demolition would be considered an adverse effect and would require further consultation to resolve. Elevation would likely be found to have no adverse effect provided it is accomplished in a way that does not damage the integrity of the historic house.

Thank you for your participation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning this review or if we can be of further assistance, please contact Kelly Little at kelly.little@thc.texas.gov or 202-717-7419.

Sincerely,

Kelly Little, Historian
For: Mark Wolfe, State Historic Preservation Officer

cc: Dorothy Cook, FEMA (via email)

EXHIBIT I
SAMPLE ENGINEERING AND CONSTRUCTION SCHEDULE

Task	Duration Days	Status
Execute Engineering Tri-Party Agreements	8 Days	In Progress
Issue NTP for Engineering	1 Day	Not Started
Engineering as described in Task Order	27 Days	Not Started
Engineering Review/Homeowner Concurrence	14 Days	Not Started
Bid Walks	7 Days	Not Started
Execute Construction Tri-Party Agreements	7 Days	Not Started
Issue NTP for Construction	1 Day	Not Started
Milestone 1 document submission	15 Days	Not Started
Milestone 2 Construction	14 Days	Not Started
Milestone 2 Inspection	7 Days	Not Started
Milestone 3 Construction	30 Days	Not Started
Milestone 3 Inspection	7 Days	Not Started
Milestone 4 Construction	14 Days	Not Started
Milestone 4 Inspection	7 Days	Not Started
Final Project Documents Rcvd & Final Payment Made	30 Days	Not Started

EXHIBIT J
PROOF OF MEDICAL NEED

Mobility Need Verification Form

Galveston County Hazard Mitigation Grant Program

Purpose: This form allows a licensed physician to certify a homeowner's **permanent mobility limitation** requiring accommodation for safe access into the elevated home (e.g., ramp or mechanical lift in lieu of stairs).

Homeowner Information

- **Homeowner Name(s):** Gregory & Debra Wilson
- **Property Address:** 1212 Esther St
- **Phone / Email:** anniewil@yahoo.com (281) 6820864

Authorization for Release (Patient/Homeowner Signature)

I authorize my physician to release the below information to Galveston County for the sole purpose of documenting my eligibility for reasonable accommodation under the Hazard Mitigation Grant Program.

Homeowner Signature: _____ **Date:** 10/16/2025

Physician Certification of Mobility Limitation

Instructions for Physician: Please complete the section below to confirm whether your patient has a **permanent medical condition** that prevents or severely limits the ability to safely climb stairs into their elevated residence.

[redacted]

[Continued on next page]

Physician Information and Signature

- Physician Name: Madhumita Banga, MD
- Practice / Facility: UTMB Health Primary Care
- Phone Number: 832-505-1748
- Medical License #: P5028

Physician Signature: Banga MD **Date:** 10/17/2025

EXHIBIT L
MODEL ACKNOWLEDGEMENT OF CONDITIONS

PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

ATTACHMENT HERE

MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD AREA

Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds

Property Owner Gregory Wilson
Street Address 1212 Esther St.
City Kemah, State TX Zip Code 77565
Deed dated _____, Recorded _____
Tax map _____, block _____, parcel _____
Base Flood Elevation at the site is _____ feet (NGVD).
Map Panel Number _____, effective date _____

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

    For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

> "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF Galveston

A _____ municipal corporation

By: _____
[Name, Title]

of the City/County of _____

&

Gregory Wilson
[Name of Property Owner]

WITNESSED BY:

CARLOS LANDON
[Name of Witness]

Margaret Klander April 28, 2020

[SEAL]

MARGARET KLANDER
Notary ID #130504122
My Commission Expires
January 20, 2024

Notary Public

EXHIBIT M
Galveston County Appraisal Document

Galveston CAD Property Search

Property Details

Account		
Property ID:	159991	**Geographic ID:** 4480-0000-0034-001
Type:	R	
Property Use:		**Condo:**
Location		
Situs Address:	1212 ESTHER ST KEMAH, TX 77565	
Map ID:	98-A	**Mapsco:**
Legal Description:	ABST 18 M MULDOON SUR PT OF LOTS 34,35 & 36 (34-1) LAGUNA VISTA ESTATES	
Abstract/Subdivision:	S4480	
Neighborhood:	(4480) LAGUNA VISTA EST	
Owner		
Owner ID:	380393	
Name:	WILSON GREGORY G	
Agent:		
Mailing Address:	1212 ESTHER ST KEMAH, TX 77565-2656	
% Ownership:	100.0%	
Exemptions:	HS - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$189,610 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$14,330 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$203,940 (=)
Agricultural Value Loss:	$0 (-)

Appraised Value:	$203,940 (=)
HS Cap Loss:	$51,569 (-)
Circuit Breaker:	$0 (-)
Assessed Value:	$152,371
Ag Use Value:	$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: WILSON GREGORY G **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
GGA	GALVESTON COUNTY	0.333460	$203,940	$61,897	$206.40	$72.97
RFL	CO ROAD & FLOOD	0.000040	$203,940	$61,897	$0.02	
S16	CLEAR CREEK ISD	0.969000	$203,940	$0	$0.00	$0.00
W03	WCID 12 KEMAH	0.181200	$203,940	$0	$0.00	

Total Tax Rate: 1.483700

Current Estimated Taxes: $72.99

Estimated Taxes Without Exemptions or Limitations: $3,025.86

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*31.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 10/23/2025
2) **Contract Type:** Other
3) **Renewal Contract:** Yes
4) **Department Name: Parks and Cultural Services**
5) **Department Contact: Martha Lee - Senior Services**
6) **Description: Data Use Agreement as required for the FY 2026 Senior Meal Grant**

7) **PEID No: 405438**
8) **Req No:**
9) **Orgkey:**
10) **Object Code:**
11) **Vendor: HOUSTON GALVESTON AREA COUNCIL**
12) **Vendor Contract No: DADS # 539-11-0024-00001**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #:**
15) **Current Year Budgeted: $0.00 - Data Use Agreement only**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 11/10/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 11/9/2026
26) **Contract # Issued by Purchasing Department: 240090 (SC-0000990)**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	10/27/25 3:42 pm
2	Melissa Fleming	Approve	10/28/25 1:17 pm
3	Francisco Rodriguez	Approve	10/28/25 4:27 pm
4	Diana Huallpa	Approve	10/28/25 5:03 pm
5	Sergio Cruz	Approve	10/30/25 11:01 am
6	Veronica Van Horn	Approve	10/31/25 2:32 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grant Writer

Court Date: November 10, 2025

RE: Parks & Cultural Services – Senior Services
FY 2026 HGAC Area Agency on Aging Senior Meal Grant
Data Use Agreement

BACKGROUND

In 1976 Galveston County established the Senior Citizens Program to serve adults aged 60 and older. This program has been under Parks and Cultural Services since 2003. The Senior Program staff consists of highly qualified employees who provide congregate meals, transportation services, information and referral, education, fitness, and recreation at the centers. This program is supported by federal and state funds via the Older Americans Act, Title III programs, which are administered by the Texas Health and Human Services Commission and passed-through the Houston-Galveston Area Council (HGAC).
Galveston County Senior Centers directly affected by this application are located at the following locations:

- Wayne Johnson Community Center in La Marque
- Bayside Regional Community Center
- Dickinson Community Center
- City of Friendswood – Friendswood Senior Center
- City of League City – Hometown Heroes Park – Senior Program
- City of Texas City – Nessler Center Seniors Program

NOTE: The County also supports the congregate meal program at the Santa Fe Senior Center as well as the Bay Area Meals on Wheels and the Interfaith Ministries for Greater Houston home-delivered meal programs.

SUMMARY

The attached Data Use Agreement is a requirement for the FY 2026 grant award contract. Once it is reviewed and signed, it will be provided to HGAC to become a part of the FY 2026 agreement.

FINANCIAL SUMMARY

Grant Application	$588,355.00
County Discretionary Match	$8,017.00
County Mandatory Match	$60,000.00
	$656,37200

County Match is met through Parks and Cultural Services Mandatory Match as well as a portion of the salary and benefits for the Senior Citizens Department personnel.

RECOMMENDATIONS

Grants Administration requests the Court consider authorization for the County Judge to sign the FY 2026 Data Use Agreement for the HGAC Area Agency on Aging Senior Meals grant.

ATTACHEMENTS FOR WET SIGNATURE

- ☐ Data Usage Agreement

ATTACHMENT "A"

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HOUSTON-GALVESTON AREA COUNCIL

This Data Use Agreement ("DUA") entered into by and between the Texas Health and Human Services Enterprise ("HHS") agency, the Department of Aging and Disability Services (DADS) and Houston-Galveston Area Council ("CONTRACTOR"), and incorporated into the terms of DADS Contract No.539-11-0024-00001, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. THE PURPOSE OF THIS DUA IS TO FACILITATE CREATION, RECEIPT, MAINTENANCE, USE, DISCLOSURE OR ACCESS TO CONFIDENTIAL INFORMATION WITH CONTRACTOR, AND DESCRIBE CONTRACTOR'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND THE LIMITED PURPOSES FOR WHICH THE CONTRACTOR MAY CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION. ***45 CFR 164.504(E)(1)-(3)*** **THIS DUA ALSO DESCRIBES HHS'S REMEDIES IN THE EVENT OF CONTRACTOR'S NONCOMPLIANCE WITH ITS OBLIGATIONS UNDER THIS DUA. THIS DUA APPLIES TO BOTH BUSINESS ASSOCIATES AND CONTRACTORS WHO ARE NOT BUSINESS ASSOCIATES WHO CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION ON BEHALF OF HHS, ITS PROGRAMS OR CLIENTS AS DESCRIBED IN THE BASE CONTRACT.**

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Standard Contract Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations there under in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance there under; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or

applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement,

Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information

privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information

CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment

whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c) (privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

The Privacy Act of 1974;

OMB Memorandum 07-16;

The Federal Information Security Management Act of 2002 (FISMA);

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;

Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;

National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;

NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;

NIST Special Publication 800-88, Guidelines for Media Sanitization;

NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour

of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available*: **For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name

and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to

the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

Section 6.12 Effective Date

The effective date of this Data Use Agreement is as stated in the contract amendment which incorporates the DUA into the Base Contract.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
DADS CONTRACT NUMBER 539-11-0024-00001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with Galveston County (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: Chuck Wemple	**NAME:** Mark Henry
TITLE: Executive Director	**TITLE:** County Judge
DATE: _____, 2025.	**DATE:** _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of authorization for County Judge to sign Environmental Review form for the Community Development Block Grant-Mitigation grant application for Regional Mitigation Program (CDBG-MIT) to the Texas General Land Office as submitted by Professional Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 8:26 am

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5

Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

This is a suggested format that may be used by Responsible Entities to document completion of an Exempt or Categorically Excluded Not Subject to Section 58.5 environmental review.

Project Information

Project Name: Galveston County RMP

Responsible Entity: Galveston County

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: Regional Mitigation Program: H-GAC - HUD MID

Preparer: Michael Shannon, County Engineer

Certifying Officer Name and Title: Mark Henry, Galveston County Judge

Consultant (if applicable): Lyz Cullman, IEM

Project Location: County-wide project sites;
Intersection of Avenue L & 33rd Street to 7720 Avenue L, Santa Fe, TX, 77510
Between 5001 Hayes Street & 2101 Bunyard, Alvin, TX 77511
Orcut Road, Santa Fe, TX, 77517
6299-6123 Pearson Road to 5122-5210 Pearson Road, Santa Fe, TX, 77517
Highway 187, Bolivar, TX 77650
2714 Highway 3, Dickinson, TX
Intersection of Miller Street and Jackson Avenue to the intersection of Miller Street and Baker Avenue Bacliff, TX, 77518
Intersection 11th Street & Ave B to intersection of 11th Street & Ave D, Bacliff, TX, 77518
Intersection 13th Street & Ave D to intersection of 13th Street & Ave A, Bacliff, TX, 77518
Intersection of 19th Street & Jackson Ave to southern end of 19th Street, Bacliff, TX, 77518
Intersection of 20th Street & Ave A to intersection of 20th Street & Ave E, Bacliff, TX, 77518
Intersection of 19th Street & Ave A to intersection of 18th Street & Ave A, Bacliff, TX, 77518
Intersection of 20th Street & Ave B to intersection of 18th Street & Ave B, Bacliff, TX, 77518

Intersection of 20th Street & Ave D to intersection of 19th Street & Ave D, Bacliff, TX, 77518
Intersection of 20th Street & Ave E to intersection of 19th Street & Ave E, Bacliff, TX, 77518
Intersection of N Hwy 146 & Baker Ave to intersection of Miller Street & Baker Ave, Bacliff, TX, 77518
Intersection of N Hwy 146 & Gordy Road to intersection of Bayshore Dr & Gordy Road, Bacliff, TX, 77518
Gordy Street, Bacliff, Texas
Intersection of N Hwy 146 & Jackson Ave to intersection of Miller Street & Jackson Ave, Bacliff, TX, 77518
Intersection of Smith Street & Jackson Ave to intersection of Smith Street & Baker Ave, Bacliff, TX, 77518
Eastern end of Bayou Dr to intersection of Bayou Drive and Crane Street, Hitchcock, TX, 77563
Intersection of Bayou Dr & Swan Street to eastern end of Swan Street, Hitchcock, TX, 77563
End-to-end of Warren Way, Hitchcock, TX, 77563
Intersection of Delesandri Dr and State Hwy 6 to nothern end of Delesandri Dr, Hitchcock, TX, 77563
Northern end of Terrasso Dr to intersection of Delesandri Dr & Terrasso Dr, Hitchcock, TX, 77563
Intersection of 18th Street & Ave A to southern end of 18th Street, San Leon, TX, 77539
Intersection of 19th Street & Ave K to intersection of 19th Street & Ave J, San Leon, TX, 77539
Intersection of 20th Street & FM 517 Rd E to northern end of 20th Street, San Leon, TX, 77539
Intersection of 9th Street & Ave I to intersection of 9th Street & Ave O, San Leon, TX, 77539
Intersection of 20th Street & Ave J to intersection of 19th Street & Ave J, San Leon, TX, 77539
Intersection of 20th Street & Ave K to intersection of 19th Street & Ave K, San Leon, TX, 77539
25th Street from Avenue Q to Avenue N, San Leon, TX 77539

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]**:**

Administrative, engineering, and environmental services for CDBG-MIT funds for Galveston County.

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a):
(1) Environmental and other studies, resource identification and the development of plans and strategies;
(3) Administrative and management activities;
(8) Engineering or design costs

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

_____

Funding Information

Grant Number	HUD Program	Funding Amount
2022-100749-RMP	CDBG-MIT	$18,221,223.37

Estimated Total HUD Funded Amount: $18,221,223.37

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable)**: N/A**

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**:** $18,221,223.37

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes ☐ No ☒	No portion of the administrative, engineering, or environmental services will take place within 2,500 feet of a civilian airport or within 15,000 feet of a military airfield. Therefore, the project shall have no impact to Runway Clear Zones. This compliance factor will be re-assessed for the project being funded during the project environmental review.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	No portion of the administrative, engineering, or environmental services will take place within a Coastal Barrier Resources Systems. This compliance factor will be re-assessed for the project being funded during the project environmental review.

Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	The administrative, engineering, and environmental activities require to farther evaluation under this section. Galveston County is participating in the National Flood Insurance Program. This compliance factor will be re-assessed for the project being funded during the project environmental review.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature: _____ Date: 10-30-25

Name/Title/Organization: Michael Shannon, County Engineer, Galveston County

Responsible Entity Agency Official Signature:

_____ Date:_____

Name/Title: Mark Henry, County Judge

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*33.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Grant Award/Agreement

1) **Court Date:** 11/10/2025
2) **Department:** Office of Emergency Management
3) **Grant Agency: Texas Division of Emergency Management**
4) **Funding Source: Hazard Mitigation Grant Program**
5) **Grant Start Date:** 1/1/2026
6) **Grant End Date:** 12/31/2027
7) **Program Year: FY 2026 / FY 2029**
8) **Program End Date:** 12/31/2028
9) **Renewal Grant: NEW**
10) **Contract #: NA**
11) **Description: REVISED Application to procure contractor to update the Hazard Mitigation Plan**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $180,000.00**
15) **County Funded $20,000.00**
16) **Total Project Amount: $200,000.00**
17) **Assigned Department Contact: Brad Burness - OEM**

County Funding Sources

18) **Match Fund: 1101-110000 - General Fund - General Government**
19) **Match Division: 5910100 - Grant Match Mandatory (as approved 4.14.2025)**

NOTES: This is an application revision to reduce the match to 90/10 and add funding to cover new state requirements.

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	10/30/25 10:38 am
2	Brad Burness	Approve	10/30/25 3:08 pm
Notes:	Approved per Jesse Rylholt - DGM		
3	Diana Huallpa	Approve	10/30/25 3:10 pm
4	Sergio Cruz	Approve	10/30/25 3:28 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grant Writer

Court Date: November 10, 2025

RE: Office of Emergency Management

Texas Division of Emergency Management – HMGP Application Revision

BACKGROUND

The Hazard Mitigation Grant Program (HMGP) from the Texas Department of Emergency Management provides funding to develop hazard mitigation plans and rebuild in a way that reduces, or mitigates future disaster losses in communities. This grant funding is available after a presidentially declared disaster.

SUMMARY

Galveston County has a FEMA-approved Multi-Jurisdictional Hazard Mitigation Plan that is set to expire in July of 2027. A grant application was approved in Commissions Court in April, 2025 to request $125,000 for the plan update. This original application included a 75/25 match that has been reduced to 90/10 by the state. In addition, the Texas Division of Emergency Management advised the guidelines for multi-jurisdictional plans have mandated increased participation and documentation requirements, leading to an increased quote for the plan update thus resulting in an increased grant request.

With this grant application, The Galveston County Office of Emergency Management is seeking grant funding to procure a contractor/consultant to engage the public and local jurisdictions in the development of an update to the HM Plan for review and approval by Commissioners Court, the State and FEMA.

FINANCIAL SUMMARY

	ORIGINAL	REVISED
HMGP Grant Request	$93,750.00	$180,000.00
County Match (25%)	$31,250.00	$20,000.00
TOTAL	$125,000.00	$200,000.00

RECOMMENDATIONS

Professional Services requests the Court to consider approval to submit the revised DR-4798 HMGP application to the Texas Division of Emergency Management and authorize County Judge to sign 90/10 match commitment letter.

ATTACHMENTS FOR WET SIGNATURE

- ☐ Match Commitment Letter
- ☐ Application for Federal Assistance (SF-424)

View Burden Statement

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
09/18/2025	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Galveston County

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:
74-6000908	DRP9KU1PVJN4

d. Address:

* Street1:	722 Moody
Street2:	2nd Floor
* City:	Galveston
County/Parish:	
* State:	TX: Texas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	77550-2317

e. Organizational Unit:

Department Name:	Division Name:
Office of Emergency Management	

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Betsy
Middle Name:			
* Last Name:	Thomas		
Suffix:			

Title:	Grant Writer

Organizational Affiliation:	

* Telephone Number:	409-770-5355	Fax Number:	

* Email:	elizabeth.thomas@co.galveston.tx.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Emergency Management Administration

11. Assistance Listing Number:

Assistance Listing Title:

*** 12. Funding Opportunity Number:**

*** Title:**

Hazard Mitigation Grant Program - DR-4795

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Galveston County Multi-Jurisdictional Hazard Mitigation Plan

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 14 * b. Program/Project: 14

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	180,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	20,000.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	200,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent on Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Mark

Middle Name:

* Last Name: Henry

Suffix:

* Title: Galveston County Judge

* Telephone Number: 409-770-2244 Fax Number:

* Email: Mark.henry@co.galveston.tx.us

* Signature of Authorized Representative: * Date Signed: 11/10/2025

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

November 10, 2025

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice Chancellor – The Texas A&M University System
1033 La Posada Drive, Suite 300
Austin, Texas 78752

Re: HMGP DR 4798 Galveston County Local Multi-Jurisdictional Multi-Hazard Mitigation Plan Update

Dear Chief Kidd,

Galveston County Commissioners Court originally met on April 14, 2025, to review and approve the submission of the HMGP DR-4798 Galveston County Local Multi-Jurisdictional Multi-Hazard Mitigation Plan Update grant application at $125,000 to the Texas Division of Emergency Management at a 75/25 match ($31,250).

Under advisement of TDEM, the participating jurisdictions and grant match percentage have been amended. Galveston County Commissioners Court met again on November 10, 2025 to approve the resubmission of the Match Commitment at a 90/10 split. The proposed project has an estimated cost of $200,000 with a 90/10 match requirement of $20,000. Galveston County Commissioners' Court approved the allocation of the match amount in the form of cash from the General Fund should other funding not be available from other grant sources.

Please contact Betsy Thomas, Grant Writer if you have any questions about this correspondence or our application at 409-770-5355 or elizabeth.thomas@co.galveston.tx.us.

Sincerely,

Mark Henry

AMENDED SCOPE OF WORK AND ADJUSTED BUDGET

TDEM/HMGP – 90%

Galveston County – 10%

A. PROJECT DESCRIPTION

The proposed project will develop a Hazard Mitigation Plan (HMP) Update for Galveston County and all participating jurisdictions that meets the requirements of the Disaster Mitigation Act (DMA) of 2000, 44 CFR Part 201.6 and the most current Federal Emergency Management Agency (FEMA) "how-to" planning guidance. The plan will meet the most current FEMA Local Mitigation Plan Review Tool requirements. In addition, the plan will be aligned with the 2026/2027 State of Texas Hazard Mitigation Plan.

B. PROJECT PARTICIPANTS

This will be a multi-jurisdictional plan. The following cities are participating jurisdictions (as defined by FEMA) in this multijurisdictional plan update:

Participating Jurisdictions
Facilitating Entity: Galveston County (including unincorporated areas)
City of Bayou Vista
City of Clear Lake Shores
City of Dickinson
City of Friendswood
City of Galveston
City of Hitchcock
City of Jamaica Beach
City of Kemah
City of La Marque
City of League City
City of Santa Fe
Village of Tiki Island
Bolivar Peninsula Special Utility District
Galveston County Water Control and Improvement District #8
Galveston County Water Control and Improvement District #19
Galveston County Drainage District #1
Clear Creek Independent School District
Galveston Independent School District

C. CONTRACTOR

Galveston County will procure a contractor with FEMA grant funds to:

1) Facilitate the planning process;

2) Identify the data requirements;

3) Conduct research;

4) Develop and facilitate the public input process with all participating jurisdictions;

5) Conduct and participate in public community meetings for all participating jurisdictions;
6) Participate in public meetings with the participating jurisdictions;
7) Document the planning process;
8) Produce the draft and final plan document; and,
9) Facilitate the plan adoption process and respond to any RFIs for all participating jurisdictions.

Proposed Line-Item Budget

Scope of Work Phase	Associated Cost
Organize and Review Plan Structure for Update	$22,700.00
Capability Assessment	$13,000.00
Risk Assessment	$46,600.00
Hazard Mitigation Strategy	$42,000.00
Maintenance	$19,500.00
Assemble Plan	$32,250.00
Plan Review and Adoption	$11,200.00
Project Management and Coordination	$12,750.00
TOTAL	**$200,000.00**

The contractor will be responsible to the Galveston County Office of Emergency Management for the following four tasks:
1) Organizing Resources.
2) Hazard Identification and Risk Assessment (HIRA),
3) Developing a Mitigation Strategy, and
4) Plan Adoption, Monitoring & Evaluation.

The contractor will maintain its project management role until FEMA approves the plan update.

The contractor will assist the Galveston County Office of Emergency Management, as necessary, with documentation for grant management and progress reports.

D. PLAN DEVELOPMENT TASKS

The proposed planning project has five tasks:

1. Organize Resources. The plan will document the planning process used to develop the plan update and how the plan will be maintained within a five-year cycle, including the following information:
a) Contractor along with Galveston County will establish a planning team to oversee the development of the plan. The planning team will include representatives from: participating jurisdictions, local elected officials, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, neighboring communities, and other public, private, and non-profit interests;

b) Each jurisdiction's participation in the planning process and how they met FEMA's participation requirements;

c) An action plan, involving a variety of methods, for public involvement and comment during the plan development tasks and a public review/comment period. The plan will document both the process and results;

d) Which plans, reports, and technical information were reviewed and incorporated.

e) The participating jurisdictions' implementation and maintenance of the current plan since FEMA's approval; and,

f) How each jurisdiction will continue public participation and monitor, evaluate, and update the plan within a five-year cycle?

2. Hazard Identification and Risk Assessment (HIRA). The updated plan will include an assessment of the changes in development in hazard prone areas and how the vulnerability of each jurisdiction has been affected. The updated plan will also include hazard events that have occurred and any other appropriate changes in data and analysis since the last plan was developed. The HIRA will include the following information, at a minimum:

a) Updated or new descriptions of the natural hazards (and additional human-caused or technological hazards if so desired) affecting each participating jurisdiction, as needed;

b) Analysis of how hazards vary across jurisdictions, if applicable;

c) Updated information on the location, extent, and previous occurrences of each hazard affecting each jurisdiction;

d) Updates on any hazard events that have occurred since the last plan date;

e) Updated information on the probability of future hazard events;

f) An overall summary for each jurisdiction's vulnerability to each hazard. (Rate the impact, for example high, medium, or low and explain the rating system used and the process followed to achieve the ranking);

g) For each jurisdiction, describe in general each hazard's impact on buildings, infrastructure, critical facilities, and the vulnerable population;

h) Describe vulnerability in terms of types and numbers of National Flood Insurance Program (NFIP) insured properties, to include repetitive loss (RL) and severe repetitive loss (SRL) properties, located in the identified hazard areas. Include information regarding insured values and previous claims;

i) Include the most current FEMA Flood Insurance Rate Map (FIRM) in plan, if available;

j) Based on best available data, provide updated information on the vulnerability of existing and future buildings, infrastructure, and critical facilities for each jurisdiction. (Specify the types and numbers of buildings, infrastructure, and critical facilities);

k) Based on best available data, provide estimated potential dollar losses to vulnerable structures, describing the methodology used to prepare the estimate;

l) Based on best available data, describe vulnerability in terms of land use and development trends;

m) Based on best available data, analyze the economic impacts from potential hazards;

n) Based on best available data, describe how potential climate adaptation may impact each jurisdiction's current and future vulnerability to specific hazards; and,

o) Document each jurisdiction's existing authorities, policies, programs, and resources related to hazard mitigation, and its ability to expand on and improve these existing tools.

3. Develop a Mitigation Strategy. Each jurisdiction will participate in the development of a mitigation strategy that reflects the results of the risk assessment and includes the following:

a) Overall goals for reducing risk in the planning area. (The participating jurisdictions may also create objectives as part of the mitigation strategy. The plan will describe how the planning team reviewed, and if applicable, updated the goals and objectives);

b) The plan update will describe mitigation actions in the current plan, identifying which are complete, incomplete (and why), deleted, or continued for each jurisdiction;

c) Specific mitigation actions and projects to reduce the impacts identified in the risk assessment, with an emphasis on new and existing buildings and infrastructure for each jurisdiction. (There must be new identifiable action items for each jurisdiction seeking adoption of the plan);

d) A description of each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate;

e) A description of how the jurisdictions will prioritize and implement the mitigation actions identified for each jurisdiction.

4. Plan Adoption, Monitoring, and Evaluation. The plan will describe a process for adopting, monitoring, and evaluating this plan update, to include the following:

a) The method and schedule for monitoring and evaluating the plan, including progress on action items, updates to the HIRA or mitigation goals and objectives, and adding new mitigation actions before the next plan update;

b) The process to incorporate the mitigation plan into other local planning mechanisms for each jurisdiction, and how the previous mitigation plan elements were incorporated into the same;

c) A strategy for continued public participation;

d) Galveston County will submit the draft plan to TDEM Mitigation Planning Team for review of compliance with FEMA HMP requirements. TDEM will forward the plan to FEMA for review and Approvable Pending Adoption status. The contractor will revise the plan as required by TDEM and FEMA.

(Note- These changes may be required after final payment is made to the contractor in order to maximize the grant award, but final payment does not relieve the contractor of delivery of a FEMA approved plan).

Upon receiving APA status, all participating jurisdictions will formally adopt the plan and provide their resolutions of adoption GCOEM for resolutions. GCOEM will submit to TDEM will provide local resolutions to FEMA for final approval.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Grant Award/Agreement

1) **Court Date:** 11/10/2025
2) **Department:** Road & Bridge, Parks and Enterprise Services Departments
3) **Grant Agency: Texas General Land Office**
4) **Funding Source: Community Development Block Grant-Mitigation Grant Program**
5) **Grant Start Date:** 1/1/2026
6) **Grant End Date:** 12/31/2028
7) **Program Year: FY 2026/2029**
8) **Program End Date:** 12/31/2029
9) **Renewal Grant: NEW**
10) **Contract #: TBD**
11) **Description: Flood and drainage, public facilities and street improvement projects throughout the county.**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $18,221.200.00**
15) **County Funded $0.00**
16) **Total Project Amount: $18,221,200.00**
17) **Assigned Department Contact: Betsy Thomas - Professional Services**

County Funding Sources

18) **Match Fund: 100% Grant Funded - No Match Requirement**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	10/22/25 5:14 pm
2	Diana Huallpa	Escalated	10/25/25 4:19 pm
3	Christian Monterrubio	Approve	10/29/25 3:42 pm
4	Diana Huallpa	Approve	10/30/25 9:12 am
5	Sergio Cruz	Approve	10/30/25 10:59 am

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grant Writer

Court Date: January 9, 2023

RE: Community Development Block Grant Mitigation Application
Texas General Land Office
Public Posting Affidavit

BACKGROUND

The U.S. Housing and Urban Development provided Community Development Block Grant Mitigation funding to the State of Texas through the General Land Office. Galveston fell within the Houston-Galveston Area Council Method of Distribution and was awarded $18,221,200.00 for mitigation projects.

SUMMARY

Professional Services met with County departments to review potential mitigation needs and identify allowable projects under the CDBG-MIT guidelines. Attached are the mitigation projects submitted on February 28, 2025 to utilize available funding. Staff has worked with GLO personnel to resolve any remaining project eligibility specifics.

Part of the application process requires the finalized application be posted for fourteen (14) days for public review and comment. The attached application was posted on the Galveston County website from October 1st through October 14th. The attached affidavit regarding this posting requires the County Judge's signature.

INTERAGENCY AGREEMENT FINANCIAL SUMMARY

Grant Application Requests	$18,221,200.00
County Contribution	$0.00
Total Project Cost	$18,221,200.00

RECOMMENDATIONS

Professional Services asks the Court to consider authorization for the County Judge to sign required affidavit regarding the Community Development Block Grant Mitigation application to the Texas General Land Office.

CDBG-MIT MOD PROJECT LIST

Activity

DRGR Activity	Planned Budget Amount
Flood and Drainage Facilities	$9,928,299.17
Public Facilities	$2,195,267.72
Street Improvements	$6,097,386.47

Project

Project Title	Project Type	Status	Total Budget
Bacliff -Miller Street Improvements	Street Improvements	Not yet begun	$92,784.21
Bacliff-11th Street Improvements	Street Improvements	Not yet begun	$161,456.58
Bacliff-13th Street Improvements	Street Improvements	Not yet begun	$300,111.20
Bacliff-19th Street Improvements	Street Improvements	Not yet begun	$362,330.77
Bacliff-20th Street Improvements	Street Improvements	Not yet begun	$408,210.40
Bacliff-Avenue A Street Improvements	Street Improvements	Not yet begun	$65,844.88
Bacliff-Avenue B Street Improvements	Street Improvements	Not yet begun	$130,881.80
Bacliff-Avenue D Street Improvements	Street Improvements	Not yet begun	$64,880.32
Bacliff-Avenue E Street Improvements	Street Improvements	Not yet begun	$64,751.43
Bacliff-Baker Avenue Street Improvements	Street Improvements	Not yet begun	$99,289.31
Bacliff-Gordy Street Improvements	Street Improvements	Not yet begun	$952,923.92
Bacliff-Jackson Avenue Street Improvements	Street Improvements	Not yet begun	$117,945.77
Bacliff-Smith Street Improvements	Street Improvements	Not yet begun	$93,284.23

Project Title	Project Type	Status	Total Budget
Freddisville-Bayou Drive Street Improvements	Street Improvements	Not yet begun	$306,296.98
Freddisville-Swan Street Improvements	Street Improvements	Not yet begun	$612,279.50
Freddisville-WarrenWay Street Improvements	Street Improvements	Not yet begun	$131,946.28
Hitchcock-Delesandri Drive Street Improvements	Street Improvements	Not yet begun	$272,263.98
Hitchcock-Terrasso Drive Street Improvements	Street Improvements	Not yet begun	$224,389.30
San Leon-18th Street Improvements	Street Improvements	Not yet begun	$531,213.04
San Leon-19th Street Improvements	Street Improvements	Not yet begun	$139,362.12
San Leon-20th Street Improvements	Street Improvements	Not yet begun	$111,913.79
San Leon-9th Street Improvements	Street Improvements	Not yet begun	$705,287.90
San Leon-Avenue J Street Improvements	Street Improvements	Not yet begun	$69,066.03
San Leon-Avenue K Street Improvements	Street Improvements	Not yet begun	$78,672.73
33rd and Avenue L Extension	Flood and Drainage	Not yet begun	$2,103,957.09
Galveston Drainage District #1-Site 1	Flood and Drainage	Not yet begun	$1,613,908.64
Galveston Drainage District #1-Site 5	Flood and Drainage	Not yet begun	$1,613,908.64
Pearson Culverts	Flood and Drainage	Not yet begun	$1,700,000.00
Rollover Pass Waterline Improvements	Flood and Drainage	Not yet begun	$2,896,524.80
Dickinson Senior Center Elevation Project	Community Centers ; Senior Center	Not yet begun	$2,195,267.72

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Affidavit of Public Posting Form

Subrecipient: Galveston County

I, Mark Henry (Printed Name of Chief Elected Official) of the County of Galveston (Printed City/County Name)

do hereby certify that a Community Development Block Grant - Mitigation (CDBG-MIT) application was conspicuously posted at

Primary location address	722 Moody, 2nd Floor, Galveston, Texas 77550 / www.galvestoncountytx.gov
Describe specific physical location of posting at address identified **above**	The CDBG-MIT application was placed on the galvestoncountytx.gov website on the main/homepage with a link to a Grant Review page where the application in its entirity could be viewed. https://www.galvestoncountytx.gov/Home/Components/Calendar/Event/3344/16?toggle=allpast
Example of physical location of posting	*City Hall at 200 East Main Street, City, Zip in the lower left corner of east window on the front of the building. - or- County Courthouse at 200 East Main Street, City, Zip posted in the center of all entrance doors.*

in a manner plainly visible to the general public beginning on 10/1/2025 (Date) through 10/14/2025 (Date)

(Date range should include the minimum number of days following the original posting and at least one day prior to signing of this affidavit as specified in the applicable guidance documents for this funding opportunity.

If posted at multiple locations include additional address(es) and describe specific physical location ***below:***

All That Apply	Documentation Evidence
☐	A legible photograph of the posting on the premises described above is attached.
☑	A screenshot(s) of website, social media, web-based surveys, or online forum, etc. is attached.

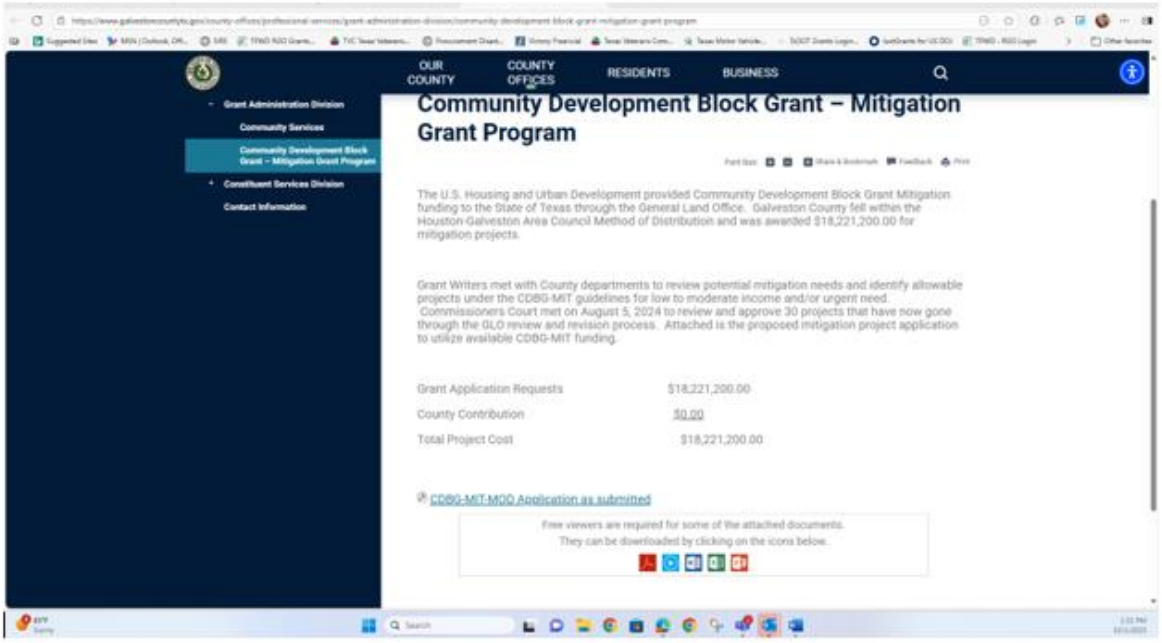
	County Judge	11/10/2025
Signature of Chief Elected Official	Title (Mayor/County Judge)	Date

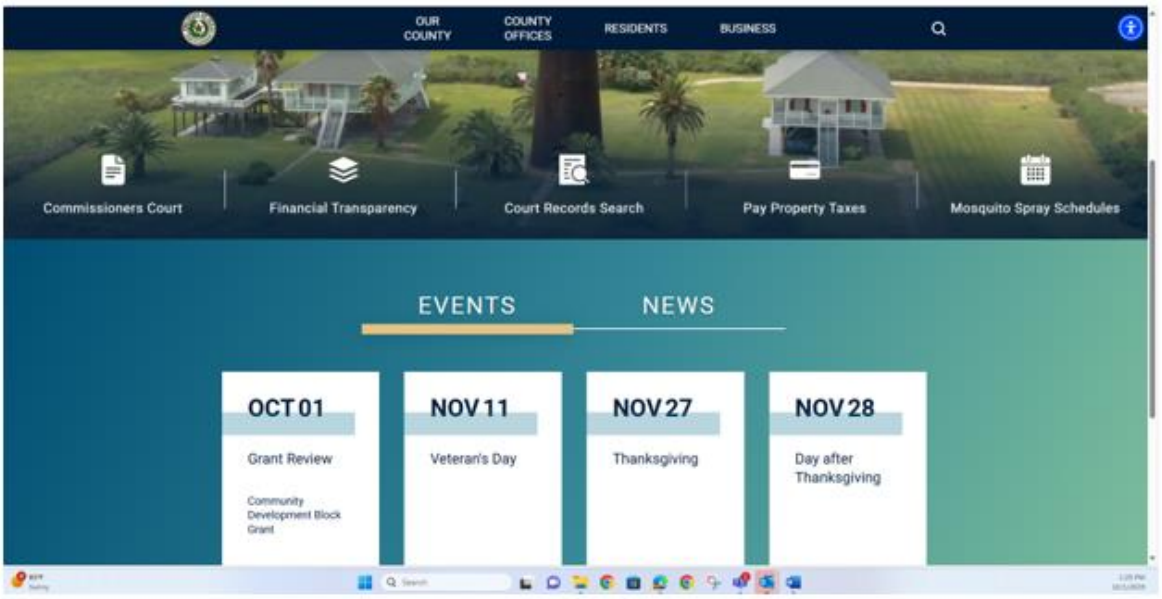
Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

Day 1

Galveston County CDBG-MIT

14-Day Application Posting



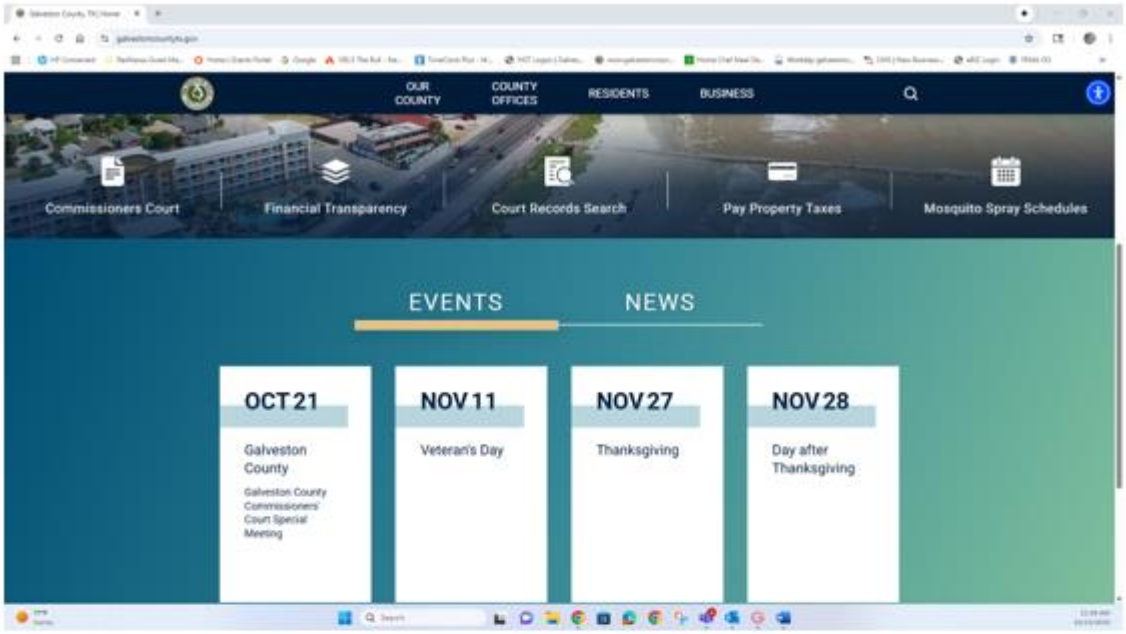


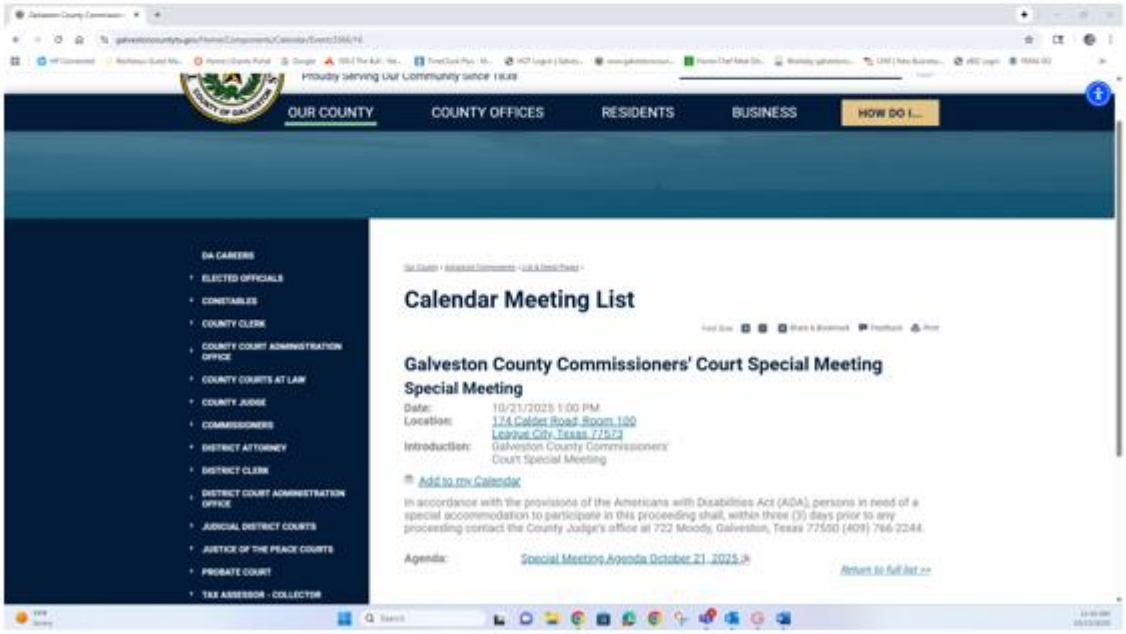
October 1, 2025

Day 14

Galveston County CDBG-MIT

14-Day Application Posting



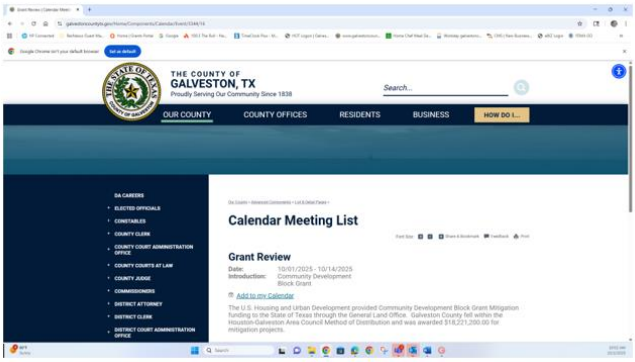


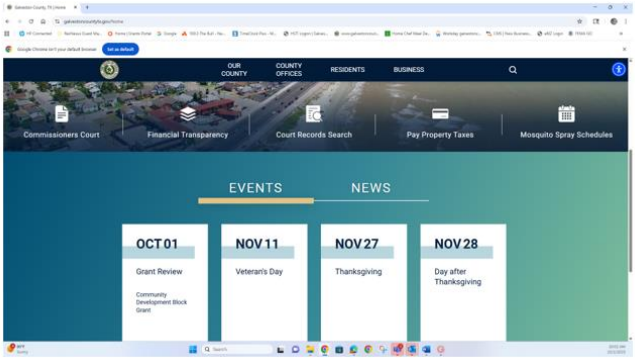
October 14, 2025

Intermittent Screen Shots

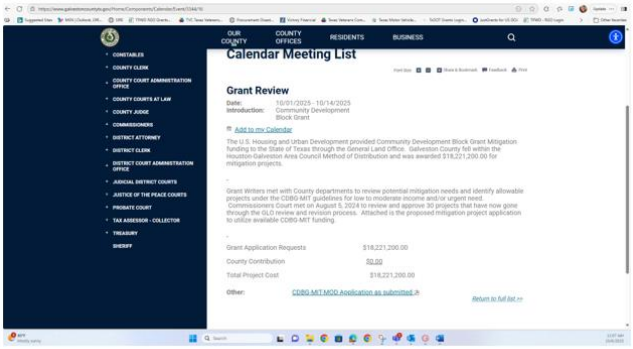
Galveston County CDBG-MIT

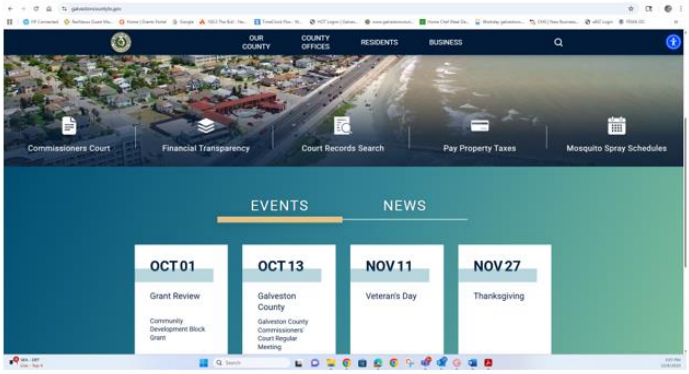
14-Day Application Posting

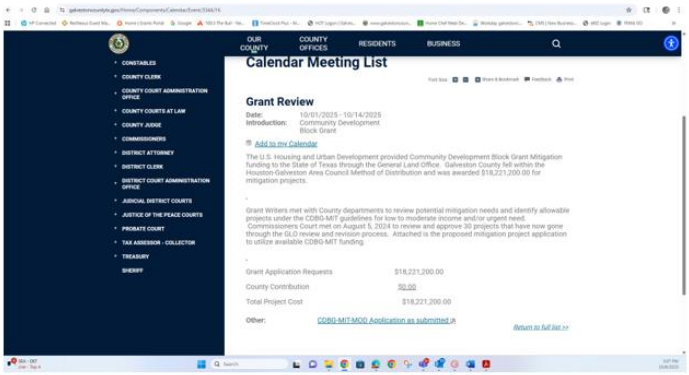


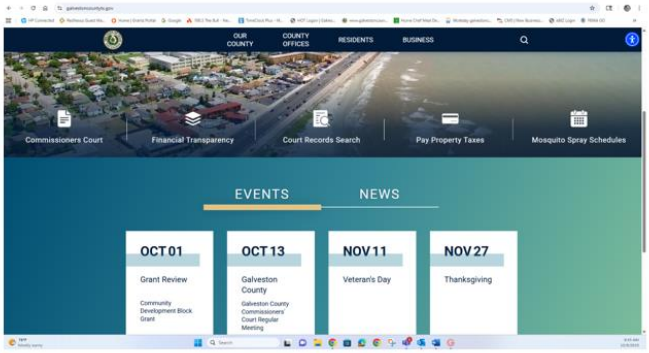


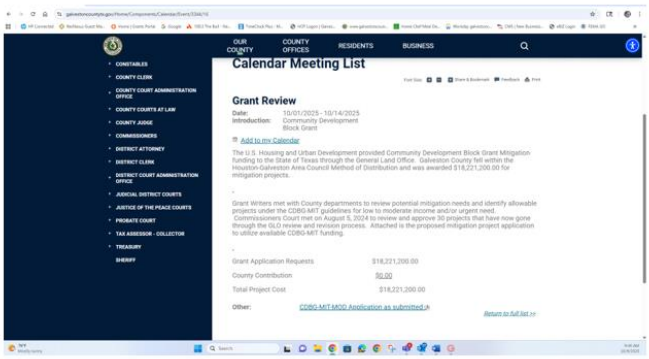

OUR COUNTY
COUNTY OFFICES
RESIDENTS
BUSINESS
Commissioners Court
Financial Transparency
Court Records Search
Pay Property Taxes
Mosquito Spray Schedules
EVENTS
NEWS
OCT 01
Grant Review
Community Development Block Grant
NOV 11
Veteran's Day
NOV 27
Thanksgiving
NOV 28
Day after Thanksgiving

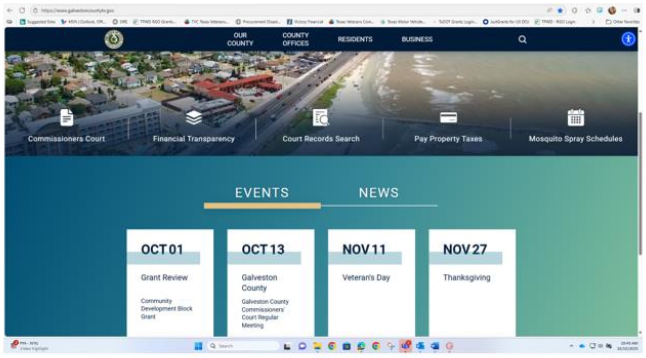

OUR COUNTY
COUNTY OFFICES
RESIDENTS
BUSINESS
CONSTABLES
COUNTY CLERK
COUNTY COURT ADMINISTRATION OFFICE
COUNTY COURTS AT LAW
COUNTY JUDGE
COMMISSIONERS
DISTRICT ATTORNEY
DISTRICT CLERK
DISTRICT COURT ADMINISTRATION OFFICE
JUDICIAL DISTRICT COURTS
JUSTICE OF THE PEACE COURTS
PROBATE COURT
TAX ASSESSOR - COLLECTOR
TREASURY
SHERIFF
Calendar Meeting List
Grant Review
Date: 10/01/2025 - 10/14/2025
Introduction: Community Development Block Grant
Add to my Calendar
The U.S. Housing and Urban Development provided Community Development Block Grant Mitigation funding to the State of Texas through the General Land Office. Galveston County fell within the Houston-Galveston Area Council Method of Distribution and was awarded $18,221,200.00 for mitigation projects.
Grant Writers met with County departments to review potential mitigation needs and identify allowable projects under the CDBG-MIT guidelines for low to moderate income and/or urgent need.
Commissioners Court met on August 5, 2024 to review and approve 30 projects that have now gone through the GLO review and revision process. Attached is the proposed mitigation project application to utilize available CDBG-MIT funding.
Grant Application Requests $18,221,200.00
County Contribution $0.00
Total Project Cost $18,221,200.00
Other: CDBG-MIT-MOD Application as submitted
Return to full list >>

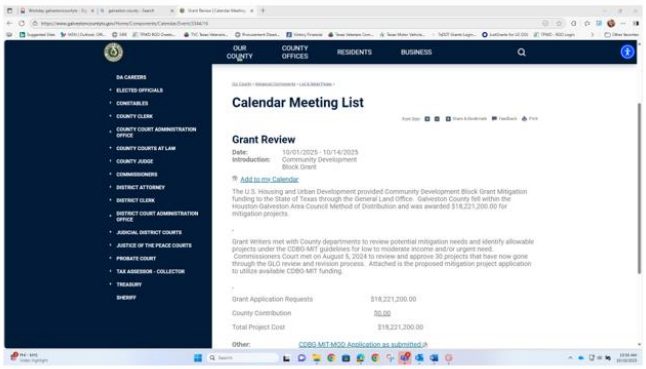

OUR COUNTY
COUNTY OFFICES
RESIDENTS
BUSINESS
Commissioners Court
Financial Transparency
Court Records Search
Pay Property Taxes
Mosquito Spray Schedules
EVENTS
NEWS
OCT 01
Grant Review
Community Development Block Grant
OCT 13
Galveston County
Galveston County Commissioners' Court Regular Meeting
NOV 11
Veteran's Day
NOV 27
Thanksgiving

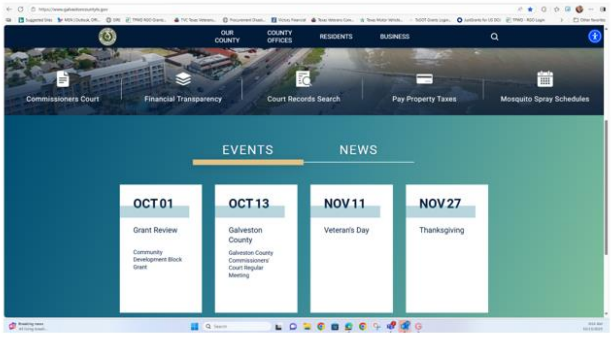

OUR COUNTY
COUNTY OFFICES
RESIDENTS
BUSINESS
CONSTABLES
COUNTY CLERK
COUNTY COURT ADMINISTRATION OFFICE
COUNTY COURTS AT LAW
COUNTY JUDGE
COMMISSIONERS
DISTRICT ATTORNEY
DISTRICT CLERK
DISTRICT COURT ADMINISTRATION OFFICE
JUDICIAL DISTRICT COURTS
JUSTICE OF THE PEACE COURTS
PROBATE COURT
TAX ASSESSOR - COLLECTOR
TREASURY
SHERIFF
Calendar Meeting List
Grant Review
Date: 10/01/2025 - 10/14/2025
Introduction: Community Development Block Grant
Add to my Calendar
The U.S. Housing and Urban Development provided Community Development Block Grant Mitigation funding to the State of Texas through the General Land Office. Galveston County fell within the Houston-Galveston Area Council Method of Distribution and was awarded $18,221,200.00 for mitigation projects.
Grant Writers met with County departments to review potential mitigation needs and identify allowable projects under the CDBG-MIT guidelines for low to moderate income and/or urgent need.
Commissioners Court met on August 5, 2024 to review and approve 30 projects that have now gone through the GLO review and revision process. Attached is the proposed mitigation project application to utilize available CDBG-MIT funding.
Grant Application Requests $18,221,200.00
County Contribution $0.00
Total Project Cost $18,221,200.00
Other: CDBG-MIT-MOD Application as submitted
Return to full list >>

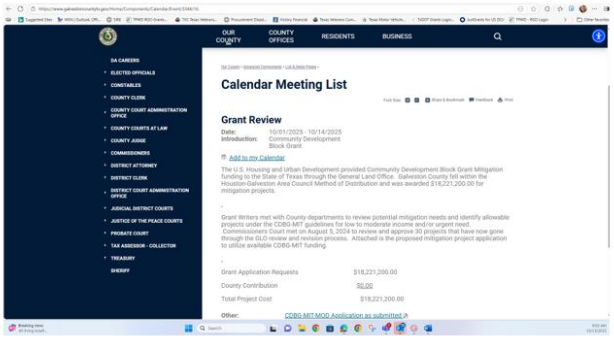

OUR COUNTY
COUNTY OFFICES
RESIDENTS
BUSINESS
Commissioners Court
Financial Transparency
Court Records Search
Pay Property Taxes
Mosquito Spray Schedules
EVENTS
NEWS
OCT 01
Grant Review
Community Development Block Grant
OCT 13
Galveston County
Galveston County Commissioners' Court Regular Meeting
NOV 11
Veteran's Day
NOV 27
Thanksgiving

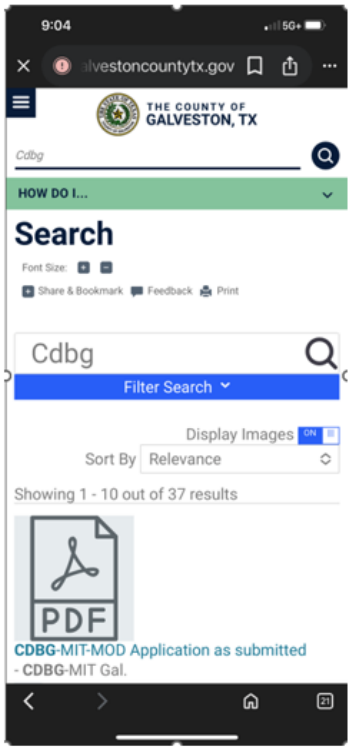

OUR COUNTY
COUNTY OFFICES
RESIDENTS
BUSINESS
CONSTABLES
COUNTY CLERK
COUNTY COURT ADMINISTRATION OFFICE
COUNTY COURTS AT LAW
COUNTY JUDGE
COMMISSIONERS
DISTRICT ATTORNEY
DISTRICT CLERK
DISTRICT COURT ADMINISTRATION OFFICE
JUDICIAL DISTRICT COURTS
JUSTICE OF THE PEACE COURTS
PROBATE COURT
TAX ASSESSOR - COLLECTOR
TREASURY
SHERIFF
Calendar Meeting List
Grant Review
Date: 10/01/2025 - 10/14/2025
Introduction: Community Development Block Grant
Add to my Calendar
The U.S. Housing and Urban Development provided Community Development Block Grant Mitigation funding to the State of Texas through the General Land Office. Galveston County fell within the Houston-Galveston Area Council Method of Distribution and was awarded $18,221,200.00 for mitigation projects.
Grant Writers met with County departments to review potential mitigation needs and identify allowable projects under the CDBG-MIT guidelines for low to moderate income and/or urgent need. Commissioners Court met on August 5, 2024 to review and approve 30 projects that have now gone through the GLO review and revision process. Attached is the proposed mitigation project application to utilize available CDBG-MIT funding.
Grant Application Requests $18,221,200.00
County Contribution $0.00
Total Project Cost $18,221,200.00
Other: CDBG-MIT-MOD Application as submitted
Return to full list >>

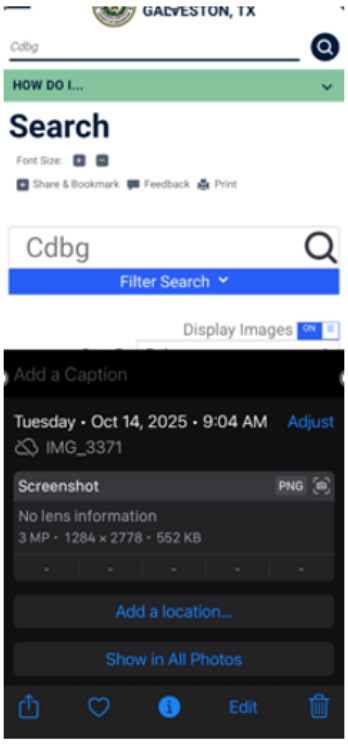

OUR COUNTY
COUNTY OFFICES
RESIDENTS
BUSINESS
Commissioners Court
Financial Transparency
Court Records Search
Pay Property Taxes
Mosquito Spray Schedules
EVENTS
NEWS
OCT 01
Grant Review
Community Development Block Grant
OCT 13
Galveston County
Galveston County Commissioners' Court Regular Meeting
NOV 11
Veteran's Day
NOV 27
Thanksgiving


OUR COUNTY
COUNTY OFFICES
RESIDENTS
BUSINESS
DA CAREERS
ELECTED OFFICIALS
CONSTABLES
COUNTY CLERK
COUNTY COURT ADMINISTRATION OFFICE
COUNTY COURTS AT LAW
COUNTY JUDGE
COMMISSIONERS
DISTRICT ATTORNEY
DISTRICT CLERK
DISTRICT COURT ADMINISTRATION OFFICE
JUDICIAL DISTRICT COURTS
JUSTICE OF THE PEACE COURTS
PROBATE COURT
TAX ASSESSOR - COLLECTOR
TREASURY
SHERIFF
Calendar Meeting List
Grant Review
Date: 10/01/2025 - 10/14/2025
Introduction: Community Development Block Grant
Add to my Calendar
The U.S. Housing and Urban Development provided Community Development Block Grant Mitigation funding to the State of Texas through the General Land Office. Galveston County fell within the Houston-Galveston Area Council Method of Distribution and was awarded $18,221,200.00 for mitigation projects.
Grant Writers met with County departments to review potential mitigation needs and identify allowable projects under the CDBG-MIT guidelines for low to moderate income and/or urgent need. Commissioners Court met on August 5, 2024 to review and approve 30 projects that have now gone through the GLO review and revision process. Attached is the proposed mitigation project application to utilize available CDBG-MIT funding.
Grant Application Requests $18,221,200.00
County Contribution $0.00
Total Project Cost $18,221,200.00
Other: CDBG-MIT-MOD Application as submitted


OUR COUNTY
COUNTY OFFICES
RESIDENTS
BUSINESS
Commissioners Court
Financial Transparency
Court Records Search
Pay Property Taxes
Mosquito Spray Schedules
EVENTS
NEWS
OCT 01
Grant Review
OCT 13
Galveston County
NOV 11
Veteran's Day
NOV 27
Thanksgiving


Calendar Meeting List
Grant Review


9:04
THE COUNTY OF GALVESTON, TX
Cdbg
HOW DO I...
Search
Font Size:
Share & Bookmark
Feedback
Print
Cdbg
Filter Search
Display Images
Sort By
Relevance
Showing 1 - 10 out of 37 results
PDF
CDBG-MIT-MOD Application as submitted - CDBG-MIT Gal.


GALVESTON, TX
Cdbg
HOW DO I...
Search
Font Size:
Share & Bookmark
Feedback
Print
Cdbg
Filter Search
Display Images
Add a Caption
Tuesday • Oct 14, 2025 • 9:04 AM
Adjust
IMG_3371
Screenshot
PNG
No lens information
3 MP • 1284 × 2778 • 552 KB
Add a location...
Show in All Photos
Edit

Regional Mitigation Program

Texas General Land Office

Community Development & Revitalization

Galveston County

2022-100749-RMP

Last Modified Date: 02-28-2025

Table of Contents

Regional Mitigation Program Application

- **General**
- **Activities**
- **Duplication of Benefits**
- **Fair Housing**
- **Citizen Participation**
- **Procurement**
- **Documents**

Regional Mitigation Program Application

General

Applicant Information

Applicant: Galveston County

County: Galveston

Program: Regional Mitigation Program: H-GAC - HUD MID

COG: Houston-Galveston Area Council (HGAC)

Phone Number: (409) 770-5355

Address: 722 Moody 2nd Floor, Galveston, Texas 77550-2317

Website: www.galvestoncountytx.gov

Employer Identification Number (EIN): 746000908

Taxpayer Identification Numbers (TIN): 746000908

UEI (Unique Entity Identifier): DRP9KU1PVJN4

Data Universal Numbering System (DUNS): 081507709

SAM.gov Registration Expiration Date: 05-03-2025

Is the applicant an eligible subrecipient applying in conjunction with or on behalf of another entity (non-city) within the county? Yes

How much funding was the applicant allocated by the approved COG MOD? $18,221,200.00

Is the applicant participating in the National Flood Insurance Program? Yes

Fiscal Year End Date (Month): September

Fiscal Year End Date (Day): 30

Application Contacts

Contact Role	Organization	First Name	Last Name	Title	Phone	Email
Grant Administrator	Galveston County	Francis	Aguillon	Grant Coordinator	(409) 770-5473	maria.aguillon@galvestoncountytx.gov
Engineer	Galveston County	Michael	Shannon	County Engineer	(409) 770-5453	michael.shannon@co.galveston.tx.us

Contact Role	Organization	First Name	Last Name	Title	Phone	Email
Authorized Representative	Galveston County	Betsy	Thomas	Grants Administration Manager	(409) 770-5355	elizabeth.thomas@co.galveston.tx.us
Primary Contact	Galveston County	Betsy	Thomas	Grants Administration Manager	(409) 770-5355	elizabeth.thomas@co.galveston.tx.us
Chief Elected Official	Galveston County	Mark	Henry	County Judge	(770) 766-2244	Mark.Henry@co.galveston.tx.us

SF-424 Questions

Applicant Type: County Government

Application Title: Countywide Mitigation

Is the applicant delinquent on any federal debt? No

Activities

Activity

DRGR Activity	Planned Budget Amount
Flood and Drainage Facilities	$9,928,299.17
Public Facilities	$2,195,267.72
Street Improvements	$6,097,386.47

Project

Project Title	Project Type	Status	Total Budget
Bacliff -Miller Street Improvements	Street Improvements	Not yet begun	$92,784.21
Bacliff-11th Street Improvements	Street Improvements	Not yet begun	$161,456.58
Bacliff-13th Street Improvements	Street Improvements	Not yet begun	$300,111.20
Bacliff-19th Street Improvements	Street Improvements	Not yet begun	$362,330.77
Bacliff-20th Street Improvements	Street Improvements	Not yet begun	$408,210.40
Bacliff-Avenue A Street Improvements	Street Improvements	Not yet begun	$65,844.88
Bacliff-Avenue B Street Improvements	Street Improvements	Not yet begun	$130,881.80
Bacliff-Avenue D Street Improvements	Street Improvements	Not yet begun	$64,880.32
Bacliff-Avenue E Street Improvements	Street Improvements	Not yet begun	$64,751.43
Bacliff-Baker Avenue Street Improvements	Street Improvements	Not yet begun	$99,289.31
Bacliff-Gordy Street Improvements	Street Improvements	Not yet begun	$952,923.92
Bacliff-Jackson Avenue Street Improvements	Street Improvements	Not yet begun	$117,945.77
Bacliff-Smith Street Improvements	Street Improvements	Not yet begun	$93,284.23

Project Title	Project Type	Status	Total Budget
Freddisville-Bayou Drive Street Improvements	Street Improvements	Not yet begun	$306,296.98
Freddisville-Swan Street Improvements	Street Improvements	Not yet begun	$612,279.50
Freddisville-WarrenWay Street Improvements	Street Improvements	Not yet begun	$131,946.28
Hitchcock-Delesandri Drive Street Improvements	Street Improvements	Not yet begun	$272,263.98
Hitchcock-Terrasso Drive Street Improvements	Street Improvements	Not yet begun	$224,389.30
San Leon-18th Street Improvements	Street Improvements	Not yet begun	$531,213.04
San Leon-19th Street Improvements	Street Improvements	Not yet begun	$139,362.12
San Leon-20th Street Improvements	Street Improvements	Not yet begun	$111,913.79
San Leon-9th Street Improvements	Street Improvements	Not yet begun	$705,287.90
San Leon-Avenue J Street Improvements	Street Improvements	Not yet begun	$69,066.03
San Leon-Avenue K Street Improvements	Street Improvements	Not yet begun	$78,672.73
33rd and Avenue L Extension	Flood and Drainage	Not yet begun	$2,103,957.09
Galveston Drainage District #1-Site 1	Flood and Drainage	Not yet begun	$1,613,908.64
Galveston Drainage District #1-Site 5	Flood and Drainage	Not yet begun	$1,613,908.64
Pearson Culverts	Flood and Drainage	Not yet begun	$1,700,000.00
Rollover Pass Waterline Improvements	Flood and Drainage	Not yet begun	$2,896,524.80
Dickinson Senior Center Elevation Project	Community Centers ; Senior Center	Not yet begun	$2,195,267.72

Project Title	Start Date	End Date
33rd and Avenue L Extension	06-01-2025	11-03-2027

Project Title	Start Date	End Date
Bacliff -Miller Street Improvements	06-01-2025	11-01-2027
Bacliff-11th Street Improvements	06-01-2025	02-01-2026
Bacliff-13th Street Improvements	06-01-2025	12-01-2027
Bacliff-19th Street Improvements	06-01-2025	11-01-2027
Bacliff-20th Street Improvements	06-01-2025	11-01-2027
Bacliff-Avenue A Street Improvements	06-01-2025	06-01-2027
Bacliff-Avenue B Street Improvements	06-01-2025	11-01-2027
Bacliff-Avenue D Street Improvements	06-01-2025	11-01-2027
Bacliff-Avenue E Street Improvements	06-01-2025	11-01-2027
Bacliff-Baker Avenue Street Improvements	06-01-2025	11-01-2027
Bacliff-Gordy Street Improvements	06-01-2025	02-01-2026
Bacliff-Jackson Avenue Street Improvements	06-01-2025	11-01-2027
Bacliff-Smith Street Improvements	06-01-2025	11-01-2027
Dickinson Senior Center Elevation Project	06-01-2025	05-01-2028
Freddisville-Bayou Drive Street Improvements	06-01-2025	11-01-2027
Freddisville-Swan Street Improvements	06-01-2025	11-01-2027
Freddisville-WarrenWay Street Improvements	06-01-2025	11-01-2027
Galveston Drainage District #1-Site 1	06-01-2025	05-01-2028
Galveston Drainage District #1-Site 5	06-01-2025	05-01-2028
Hitchcock-Delesandri Drive Street Improvements	06-01-2025	11-01-2027
Hitchcock-Terrasso Drive Street Improvements	06-01-2025	11-01-2027

Project Title	Start Date	End Date
Pearson Culverts	06-01-2025	05-01-2028
Rollover Pass Waterline Improvements	06-01-2025	05-01-2028
San Leon-18th Street Improvements	06-01-2025	11-01-2027
San Leon-19th Street Improvements	06-01-2025	11-01-2027
San Leon-20th Street Improvements	06-01-2025	11-01-2027
San Leon-9th Street Improvements	06-01-2025	11-01-2027
San Leon-Avenue J Street Improvements	06-01-2025	11-01-2027
San Leon-Avenue K Street Improvements	06-01-2025	11-01-2027

Project Site

Project Site Title	Street Address	Latitude (Rounded)
33 and Avenue L Extension	Intersection of Avenue L & 33rd Street to 7720 Avenue L, Santa Fe, TX, 77510	29.50853
Galveston Drainage District Site 1 Improvements	Willow Bayou	29.29512
Galveston Drainage District Site 5 Improvements	North Tower Road	29.40828
Pearson Road Culverts	Pearson Road	29.36050
Rollover Pass Waterline Improvements	Highway 87, Bolivar, TX 77650	29.50853
Dickinson Senior Center	2714 Highway 3, Dickinson, TX	29.47111
Bacliff -Miller Street Improvements	Intersection of Miller Street and Jackson Avenue to the intersection of Miller Street and Baker Avenue Bacliff, TX, 77518	29.50361
Bacliff - 11th Street Improvements	11th Street, Bacliff, TX	29.50392
Bacliff - 13th Street Improvements	13th Street, Bacliff, TX	29.50333

Project Site Title	Street Address	Latitude (Rounded)
Bacliff -19th Street Improvements	19th Street, Bacliff, TX	29.49978
Bacliff -20th Street Improvements	20th Street, Bacliff, TX	29.49911
Bacliff - Avenue A Street Improvements	Avenue A, Bacliff, TX	29.50233
Bacliff - Avenue B Street Improvements	Avenue B betwen 20th St and 18th	29.50061
Bacliff -Avenue D Street Improvements	Avenue D, Bacliff, TX	29.49867
Bacliff-Avenue E Street Improvements	Avenue E, Bacliff, TX	29.49725
Bacliff - Baker Street Improvements	Bacliff, Baker Avenue	29.50361
Bacliff- Gordy Street Improvements	Bacliff-Gordy Street	29.51311
Bacliff-Gordy Steet Improvements	Gordy Street, Bacliff, Texas	29.51311
Bacliff - Jackson Street Improvements	Bacliff, Jackson Ave	29.50267
Bacliff - Smith Street Improvements	Bacliff, Smith St	29.50314
Freddiesville-Bayou Drive Street Improvements	Eastern end of Bayou Dr to intersection of Bayou Drive and Crane Street, Hitchcock, TX, 77563	29.33953
Freddiesville-Swan Street Improvements	Freddiesville, Swan Street	29.33772
Freddiesville-Warren Way Street Improvements	Warren Way, Freddiesville	29.33953
Hitchcock_Delesandri Drive Street Improvements	Intersection of Delesandri Dr and State Hwy 6 to nothern end of Delesandri Dr, Hitchcock, TX, 77563	29.33381
Hitchcock-Terrasso Drive Street Improvements	Intersection of Delesandri Dr and State Hwy 6 to nothern end of Delesandri Dr, Hitchcock, TX, 77563	29.33331
San Leon-18th Street Improvements	18th St, San Leon, TX	29.49081
San Leon-19th Street Improvements	San Leon, 19th St	29.48283

Project Site Title	Street Address	Latitude (Rounded)
San Leon-20th Street Improvements	San Leon, 20th Street	29.48628
San Leon-9th Street Improvements	San Leon, 9th St	29.47794
San Leon-Avenue J Improvements	San Leon, Avenue J	29.48383
San Leon-Avenue K	San Leon, Avenue K	29.48206

Budget Line Summary

Total Engineering over Total Construction: 16.76%

Total Admin + Environmental over Total Amount Requested: 5.34%

Allowable Fee Percentage Cap for Admin + Environmental: 8%

Program Budget Code	Planned/Requested Amount
Construction	$1,541,528.66
Grant Administration	$100,188.43
Engineering	$462,240.00
Environmental	$0.00
Acquisition	$0.00
Planning	$0.00
Special Environmental	$0.00
Construction	$1,993,568.22
Engineering	$98,390.00
Grant Administration	$103,309.50
Environmental	$0.00
Planning	$0.00
Acquisition	$0.00
Special Environmental	$0.00
Construction	$1,964,160.00
Acquisition	$0.00
Environmental	$0.00
Planning	$130,000.00
Special Environmental	$75,000.00
Grant Administration	$173,532.80
Engineering	$553,832.00
Construction	$1,149,509.30

Program Budget Code	Planned/Requested Amount
Engineering	$469,240.00
Grant Administration	$81,250.70
Special Environmental	$0.00
Environmental	$0.00
Acquisition	$0.00
Planning	$0.00
Construction	$1,237,055.85
Engineering	$300,000.00
Grant Administration	$76,852.79
Special Environmental	$0.00
Environmental	$0.00
Acquisition	$0.00
Planning	$0.00
Environmental	$0.00
Planning	$0.00
Acquisition	$0.00
Special Environmental	$0.00
Grant Administration	$76,852.79
Engineering	$300,000.00
Construction	$1,237,055.85
Grant Administration	$0.00
Engineering	$0.00
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Engineering	$43,225.95
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Construction	$78,672.73
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$3,289.58

Program Budget Code	Planned/Requested Amount
Engineering	$3,132.93
Construction	$62,643.52
Construction	$639,702.80
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$33,592.37
Engineering	$31,992.73
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$5,331.30
Engineering	$5,077.44
Construction	$101,505.05
Grant Administration	$6,650.61
Engineering	$6,333.91
Construction	$126,377.60
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Construction	$481,816.87
Grant Administration	$25,300.48
Engineering	$24,095.69
Engineering	$2,936.35
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$10,687.35
Engineering	$10,178.43
Construction	$203,523.52
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00

Program Budget Code	Planned/Requested Amount
Special Environmental	$0.00
Grant Administration	$12,967.79
Engineering	$12,350.27
Construction	$246,945.92
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Construction	$119,674.73
Grant Administration	$6,285.43
Engineering	$5,986.12
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$29,161.64
Engineering	$27,772.99
Construction	$555,344.87
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$14,588.76
Engineering	$13,894.06
Construction	$277,814.16
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$4,442.17
Engineering	$4,230.63
Construction	$84,611.43
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$5,618.57

Program Budget Code	Planned/Requested Amount
Engineering	$5,351.03
Construction	$106,976.17
Grant Administration	$45,387.25
Construction	$864,310.72
Special Environmental	$0.00
Environmental	$0.00
Acquisition	$0.00
Planning	$0.00
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$4,727.96
Engineering	$4,502.82
Construction	$90,058.53
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$3,083.17
Construction	$58,731.91
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$3,091.11
Engineering	$2,943.92
Construction	$58,845.29
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$6,233.82
Engineering	$5,936.98
Construction	$118,711.00
Planning	$0.00
Acquisition	$0.00

Program Budget Code	Planned/Requested Amount
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$19,443.74
Engineering	$18,517.85
Construction	$370,248.81
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$17,257.64
Engineering	$16,435.85
Construction	$328,637.28
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$14,295.03
Engineering	$13,614.32
Construction	$272,201.85
Engineering	$7,323.02
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$7,689.17
Construction	$146,444.39
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00
Grant Administration	$4,418.35
Engineering	$4,207.95
Construction	$84,157.91
Planning	$0.00
Acquisition	$0.00
Environmental	$0.00
Special Environmental	$0.00

Program Budget Code	Planned/Requested Amount
Grant Administration	$3,265.75
Engineering	$3,110.25
Construction	$59,468.88

Duplication of Benefits

FEMA Coverage

Did you receive any FEMA funding? No

Do you anticipate any FEMA funding? No

Was the proposed project eligible for FEMA? No

Is the budget in this application funding for the nonfederal share of a FEMA project? No

If yes, have funds been awarded?

If FEMA funds were received, explain why funds are needed above and beyond the FEMA funding:

Insurance Coverage

Did the applicant have insurance coverage on the proposed project? No

Name of Insurance Company:

Amount claimed/received for the project:

If a claim was not filed, please explain below:

Explain why funds are required above and beyond the insurance funding:

Other Funding

Has the applicant submitted a request to fund a part of or the whole project described in the application? No

Are local or other funds available to address the proposed project in whole or in part?

Have any other state and/or federal agencies been contacted concerning funding for the proposed project? No

Disclose source(s) and use(s) of non-CDBG-MIT funds (Each row is a funding source):

Fair Housing

What methods and criteria were used to prioritize the projects in the application, including affirmatively furthering fair housing? Galveston County furthers fair housing through an annual resolution that appears on the Commissioners Court agenda every April, which is fair housing month. In addition, the County runs a Fair Housing ad in the newspaper that outlines the details of the Fair Housing Act. Fair Housing signs are posted throughout county facilities on a daily basis.

The projects in the CDBG-MIT-MOD application were specifically selected to serve low to moderate income area of the county. Specifically, the street projects will assist lower income neighborhoods with transportability in and out of their neighborhood for work. By changing the streets from asphalt to concrete, they will be less vulnerable during, not only hurricanes, but even high tides, and heavy rain events.

The senior citizen center location was specifically chosen to represent the more vulnerable senior and disabled populations in the county. The Dickinson Senior Center is a historically highly utilized center for senior citizens. However, the current center is below the base flood elevation and is out of commission in flooding events. The new center will be constructed at a higher elevation in the same popular location so it will be available to serve senior and disabled citizens one a daily basis with congregate meals, activities and in disasters with distribution of meals, eater and other critical supplies.

What are the identified protected classes, racially and ethnically concentrated areas, and concentrated areas of poverty that may be impacted by this project? N/A-Road Improvements Project

Provide a meaningful analysis that describes how these identified populations may be impacted by this project. N/A-Road Improvements Project

For each fair housing activity, provide a name and status. If the activity is Completed, enter the Date Initiated. If the activity is Planned, enter the To Be Completed By date:

Item	Name	Status	Date Initiated	To be completed by
Fair Housing Activity 1	2024 Fair Housing Month Activities	Completed	04-01-2024	04-30-2024
Fair Housing Activity 2	2025 Fair Housing Month Activities	Planned	04-01-2025	04-30-2025
Fair Housing Activity 3	2026 Fair Housing Month Activities	Planned	04-01-2026	04-30-2026
Fair Housing Activity 4	2027 Fair Housing Month Activities	Planned	04-01-2027	04-30-2027

Citizen Participation

Did the applicant post the CDBG-MIT application for a minimum of fourteen (14) days? Yes

When did your jurisdiction post the project for public comment?

Start Date: 01-31-2023

End Date: 04-01-2023

Although a public hearing is not required, if your jurisdiction held one, list the date and attach the supporting documents:

Although a resolution is not required, did your jurisdiction approve one? No

Procurement

Have services been procured for Engineering, Grant Administration, or Environmental Services? No

Are there any persons/entities with a reportable financial interest to disclose? No

Vendor Type	TIGR: Procurement Status	Vendor Name	Contact Phone	Contact Email
Environmental	Procured Later			
Grant Administration	Procured Later			
Engineering	Procured Later			

Documents

Document Type	File Attachment (Text)
Photos that demonstrate public posting	R329-2970 -#3 POSTING PHOTO 6.29.23.jpg
Photos that demonstrate public posting	R329-2970 -#3 POSTING PHOTO 6.29.23.jpg
Race/Ethnicity/Gender Calculator	Pearson Road Culverts.pdf
LMISD data and/or CDBG-MIT Survey documentation	Pearson Road Culverts.pdf
DP05 (ACS 5-year estimate)	Pearson Road Culverts.pdf
Race/Ethnicity/Gender Calculator	Galv. Drainage Dist. #1 - Site 5.pdf
LMISD data and/or CDBG-MIT Survey documentation	Galv. Drainage Dist. #1 - Site 5.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Supporting census tract/block group or other beneficiary data maps	Galv. Drainage Dist. #1 - Site 5.pdf
Maps indicating latitude and longitude for proposed locations	Galv. Drainage Dist. #1 - Site 5.pdf
Maps indicating latitude and longitude for proposed locations	Galv. Drainage Dist. #1 - Site 5.pdf
Supporting census tract/block group or other beneficiary data maps	Galv. Drainage Dist. #1 - Site 1.pdf
Race/Ethnicity/Gender Calculator	Galv. Drainage Dist. #1 - Site 1.pdf
LMISD data and/or CDBG-MIT Survey documentation	Galv. Drainage Dist. #1 - Site 1.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	33rd Street_Avenue L_Culvert Extension_REV1.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf

Document Type	File Attachment (Text)
Maps indicating latitude and longitude for proposed locations	Galv. Drainage Dist. #1 - Site 1.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Supporting census tract/block group or other beneficiary data maps	33rd & Ave L Extension.pdf
Race/Ethnicity/Gender Calculator	RCEG.pdf
LMISD data and/or CDBG-MIT Survey documentation	33rd & Ave L Extension.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Maps indicating latitude and longitude for proposed locations	33rd & Ave L Extension.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Supporting census tract/block group or other beneficiary data maps	33rd & Ave L Extension.pdf
Race/Ethnicity/Gender Calculator	RCEG.pdf

Document Type	File Attachment (Text)
LMISD data and/or CDBG-MIT Survey documentation	33rd & Ave L Extension.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Maps indicating latitude and longitude for proposed locations	33rd & Ave L Extension.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Dickinson Senior Center_REV1.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bolivar Peninsula_Rollover Pass_REV1.pdf
Maps indicating latitude and longitude for proposed locations	33rd & Ave L Extension.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Pearson Road Culverts_REV1.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	GCDD1_Site 5_REV1.pdf
Maps indicating latitude and longitude for proposed locations	Bolivar-Rollover Pass.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	GCDD1_Site 1_REV1.pdf
Supporting census tract/block group or other beneficiary data maps	Dickinson Senior Center.pdf
Race/Ethnicity/Gender Calculator	RCEG.pdf
LMISD data and/or CDBG-MIT Survey documentation	Dickinson Senior Center.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	33rd Street_Avenue L_Culvert Extension_REV1.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf

Document Type	File Attachment (Text)
Copies of Agreement	Memorandum of Understanding_BPSUD.docx
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Supporting census tract/block group or other beneficiary data maps	Pearson Road Culverts.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.odt
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Race/Ethnicity/Gender Calculator	RCEG.pdf
LMISD data and/or CDBG-MIT Survey documentation	Dickinson Senior Center.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Supporting census tract/block group or other beneficiary data maps	Dickinson Senior Center.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Maps indicating latitude and longitude for proposed locations	Dickinson Senior Center.pdf
Maps indicating latitude and longitude for proposed locations	Dickinson Senior Center_Reconstruction_250228.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	San Leon_Avenue K_REV1.pdf
Cost Benefit Analysis Documentation	Qualitative BCA.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf

Document Type	File Attachment (Text)
Supporting census tract/block group or other beneficiary data maps	San Leon Ave K.pdf
LMISD data and/or CDBG-MIT Survey documentation	San Leon Ave K.pdf
Cost Benefit Analysis Documentation	Qualitative BCA.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	San Leon_Avenue J_REV1.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	San Leon_9th Street_REV1.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
LMISD data and/or CDBG-MIT Survey documentation	San Leon 18th St_Location_LMI_Beneficiaries_250227.pdf
Supporting census tract/block group or other beneficiary data maps	San Leon 18th St_Location_LMI_Beneficiaries_250227.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Cost Benefit Analysis Documentation	Qualitative BCA.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
LMISD data and/or CDBG-MIT Survey documentation	San Leon 9th St.pdf
Supporting census tract/block group or other beneficiary data maps	San Leon 9th St.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_20th Street_REV1.pdf
Supporting census tract/block group or other beneficiary data maps	San Leon 20th St_Location_LMI_Beneficiaries_250227.pdf
Cost Benefit Analysis Documentation	Qualitative BCA.pdf

Document Type	File Attachment (Text)
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Cost Benefit Analysis Documentation	Qualitative BCA.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	San Leon_19th Street_REV1.pdf
Cost Benefit Analysis Documentation	Qualitative BCA.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	San Leon_18th Street_REV1.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Hitchcock_Terrasso Drive_REV1.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf

Document Type	File Attachment (Text)
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Cost Benefit Analysis Documentation	Qualitative BCA.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Supporting census tract/block group or other beneficiary data maps	Hitchcock-TerrassoLoc_LMI_Beneficiaries_250227.pdf
Race/Ethnicity/Gender Calculator	RCEG.pdf
LMISD data and/or CDBG-MIT Survey documentation	Hitchcock-TerrassoLoc_LMI_Beneficiaries_250227.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Hitchcock_Delesandri Drive_REV1.pdf
Cost Benefit Analysis Documentation	Qualitative BCA.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Supporting census tract/block group or other beneficiary data maps	Hitchcock-Delesandri_Loc_LMI_Beneficiaries_240227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Hitchcock-Delesandri_Loc_LMI_Beneficiaries_240227.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Freddiesville_Warren Way_REV1.pdf
Race/Ethnicity/Gender Calculator	RCEG.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf

Document Type	File Attachment (Text)
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Cost Benefit Analysis Documentation	Qualitative BCA.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Race/Ethnicity/Gender Calculator	RCEG.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Cost Benefit Analysis Documentation	Qualitative BCA.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Freddiesville_Swan Street_REV1.pdf
Race/Ethnicity/Gender Calculator	RCEG.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Cost Benefit Analysis Documentation	Qualitative BCA.pdf

Document Type	File Attachment (Text)
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Freddiesville_Bayou Drive_REV1.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_13th Street_REV1.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_11th Street_REV1.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_Miller_REV1.pdf
SF-424 (completed and signed)	SF424 _Galveston County 2.28.2025.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_Miller Rd (1).pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by	Bacliff_Gordy_REV1.pdf

Document Type	File Attachment (Text)
a professional engineer or architect licensed to work in the State of Texas)	
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Race/Ethnicity/Gender Calculator	RCEG.pdf
DP05 (ACS 5-year estimate)	Copy of CDBG-MIT-MOD Project List for Court Review.xlsx
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.odt
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Race/Ethnicity/Gender Calculator	ACS_Census Tract 7217 (1).pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-Baker Ave_Location_LMI_Potential Beneficiaries_270227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-Baker Ave_Location_LMI_Potential Beneficiaries_270227.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_Baker_REV1.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_Avenue E_REV1.pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-Ave E_Location_LMI_Potential Beneficiaries_250227.pdf

Document Type	File Attachment (Text)
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_Miller Rd (1).pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-Ave D_Location_LMI_Potential Beneficiaries_270227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-Ave D_Location_LMI_Potential Beneficiaries_270227.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_Miller Rd (1).pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Supporting census tract/block group or other beneficiary data maps	Bacliff-Ave B_Location_LMI_Potential Beneficiaries_250227.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_Miller Rd (1).pdf
DP05 (ACS 5-year estimate)	Copy of CDBG-MIT-MOD Project List for Court Review.xlsx
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.odt
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_Avenue B_REV1.pdf
Maps indicating latitude and longitude for proposed locations	San Leon 9th St.png
Maps indicating latitude and longitude for proposed locations	San Leon-Neighborhood_Cummulative Benefits_Access to Evacuation Routes and Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	San Leon-Neighborhood_Cummulative Benefits_Access to Evacuation Routes and Community Lifelines_250228.pdf

Document Type	File Attachment (Text)
Maps indicating latitude and longitude for proposed locations	San Leon-Neighborhood_Cummulative Benefits_Access to Evacuation Routes and Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	San Leon-Neighborhood_Cummulative Benefits_Access to Evacuation Routes and Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	San Leon-Neighborhood_Cummulative Benefits_Access to Evacuation Routes and Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	San Leon-Neighborhood_Cummulative Benefits_Access to Evacuation Routes and Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	FreddisvilleHitchcock-Neighborhood_Cumulative Benefits_Community Lifelines_Evacuation_250228.pdf
Maps indicating latitude and longitude for proposed locations	FreddisvilleHitchcock-Neighborhood_Cumulative Benefits_Community Lifelines_Evacuation_250228.pdf
Maps indicating latitude and longitude for proposed locations	FreddisvilleHitchcock-Neighborhood_Cumulative Benefits_Community Lifelines_Evacuation_250228.pdf
Maps indicating latitude and longitude for proposed locations	FreddisvilleHitchcock-Neighborhood Map_Cumulative Benefits_Evacuation and Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	FreddisvilleHitchcock-Neighborhood_Cumulative Benefits_Community Lifelines_Evacuation_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf

Document Type	File Attachment (Text)
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Neighborhood Cumulative Benefits_Neigborhood Access Evacuation Routes_Community Lifelines_250228.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_Avenue A_REV1.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-Ave A_Location_LMI_Potential Beneficiaries_270227.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_19th.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_20th Street_REV1.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-20th St_Location_LMI_Potential Beneficiaries_250226.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_19th.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx

Document Type	File Attachment (Text)
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_19th Street_REV1.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_19th.pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.odt
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_19th.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Jackson Ave_Location_LMI_Potential Beneficiaries_250227.pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
DP05 (ACS 5-year estimate)	Galveston_Demog Data_LMI_Updated.xlsx
Maps indicating latitude and longitude for proposed locations	Pearson Road Culverts_Location_250227.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Environmental Exempt Form for planning and administrative activities	Exemption Form_250227.pdf
Memorandum of Understanding (MOU) Interlocal Agreement, or other binding documentation	Memorandum of Understanding_BPSUD.docx
Memorandum of Understanding (MOU) Interlocal Agreement, or other binding documentation	Memorandum of Understanding_GCDD1 (002).docx
Supporting census tract/block group or other beneficiary data maps	San Leon Ave J_Location_LMI_Beneficiaries_250227.pdf

Document Type	File Attachment (Text)
Maps indicating latitude and longitude for proposed locations	San Leon Ave J_Location_LMI_Beneficiaries_250227.pdf
Site photos	Photos_San Leon-18th Street_2025.pdf
LMISD data and/or CDBG-MIT Survey documentation	San Leon 20th St_Location_LMI_Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	San Leon 20th St_Location_LMI_Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	San Leon 19th St_Location_LMI_Beneficiaries_250227.pdf
LMISD data and/or CDBG-MIT Survey documentation	San Leon 19th St_Location_LMI_Beneficiaries_250227.pdf
Supporting census tract/block group or other beneficiary data maps	San Leon 19th St_Location_LMI_Beneficiaries_250227.pdf
LMISD data and/or CDBG-MIT Survey documentation	San Leon 18th St_Location_LMI_Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	San Leon 18th St_Location_LMI_Beneficiaries_250227.pdf
Supporting census tract/block group or other beneficiary data maps	San Leon 18th St_Location_LMI_Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	Hitchcock-TerrassoLoc_LMI_Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	Hitchcock-Delesandri_Loc_LMI_Beneficiaries_240227.pdf
Maps indicating latitude and longitude for proposed locations	Freddiesville-Warren Way_Location_LMI_Beneficiaries_250227.pdf
Supporting census tract/block group or other beneficiary data maps	Freddiesville-Warren Way_Location_LMI_Beneficiaries_250227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Freddiesville-Warren Way_Location_LMI_Beneficiaries_250227.pdf
Supporting census tract/block group or other beneficiary data maps	Freddiesville-Swan Street_Location_LMI_Beneficiaries_250227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Freddiesville-Swan Street_Location_LMI_Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	Freddiesville-Bayou Drive_Location_LMI_Beneficiaries_270227.pdf
Supporting census tract/block group or other beneficiary data maps	Freddiesville-Bayou Drive_Location_LMI_Beneficiaries_270227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Freddiesville-Bayou Drive_Location_LMI_Beneficiaries_270227.pdf

Document Type	File Attachment (Text)
Supporting census tract/block group or other beneficiary data maps	Bacliff-Smith St_Location_LMI_Potential Beneficiaries_250227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-Smith St_Location_LMI_Potential Beneficiaries_250227.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_Smith_Budget Justification_250226.pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-Jackson Ave_Location_LMI_Potential Beneficiaries_250227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-Jackson Ave_Location_LMI_Potential Beneficiaries_250227.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_Jackson_Budget Justification_250226.pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-Gordy St_Loc_LMI_Potential Beneficiaries_250227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-Gordy St_Loc_LMI_Potential Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Gordy St_Loc_LMI_Potential Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Baker Ave_Location_LMI_Potential Beneficiaries_270227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-Ave E_Location_LMI_Potential Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Ave E_Location_LMI_Potential Beneficiaries_250227.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Ave D_Location_LMI_Potential Beneficiaries_270227.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-Ave B_Location_LMI_Potential Beneficiaries_250227.pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
CDBG-MIT - Budget Justification of Retail Costs form (completed, signed, and sealed by a professional engineer or architect licensed to work in the State of Texas)	Bacliff_Avenue B_Budget Justification_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf

Document Type	File Attachment (Text)
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Environmental Exempt Form for planning and administrative activities	Bacliff-B_Exempt Form.docx
Maps indicating latitude and longitude for proposed locations	Bacliff-Ave B_Location_LMI_Potential Beneficiaries_250227.pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-Ave A_Location_LMI_Potential Beneficiaries_270227.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Ave A_Location_LMI_Potential Beneficiaries_270227.pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Environmental Exempt Form for planning and administrative activities	Bacliff-Ave A Exempt Form.docx
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Environmental Exempt Form for planning and administrative activities	Bacliff-20th_Exempt Form.docx
Supporting census tract/block group or other beneficiary data maps	Bacliff-20th St_Location_LMI_Potential Beneficiaries_250226.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-20th St_Location_LMI_Potential Beneficiaries_250226.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-19th St_Location_LMI_Potential Beneficiaries_250226.pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-19th St_Location_LMI_Potential Beneficiaries_250226.pdf

Document Type	File Attachment (Text)
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-19th St_Location_LMI_Potential Beneficiaries_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-13th St_Location_LMI_Potential Beneficiaries_250226.pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-13th St_Location_LMI_Potential Beneficiaries_250226.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-13th St_Location_LMI_Potential Beneficiaries_250226.pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
Environmental Exempt Form for planning and administrative activities	Bacliff-13th_Exempt Form.docx
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Cost Benefit Analysis Documentation	Bacliff_All_Qualitative BCA_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-11th St_Location_LMI_Potential Beneficiaries_250226.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-11th St_Location_LMI_Potential Beneficiaries_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf

Document Type	File Attachment (Text)
Maps indicating latitude and longitude for proposed locations	Bacliff-11th St_Location_LMI_Potential Beneficiaries_250226.pdf
LMISD data and/or CDBG-MIT Survey documentation	Bacliff-Miller Road_Map with Potential Beneficiaries_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2024_State_Flood_Plan_Volume_I (1).pdf
Cost Benefit Analysis Documentation	Bacliff-Miller Street Improvements_Qualitative BCA_250226.pdf
Cost Benefit Analysis Documentation	Bacliff-Avenue A Street Improvements_Qualitative BCA_250226.pdf
Cost Benefit Analysis Documentation	Bacliff-Miller Street Improvements_Qualitative BCA_250226.pdf
Cost Benefit Analysis Documentation	Bacliff-Miller Street Improvements_Qualitative BCA_250226.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	CDBG-MIT_Galveston_Hurricane Evacuation Routes_DOT_250219.pdf
Supporting census tract/block group or other beneficiary data maps	Bacliff-Miller Road_Map with Potential Beneficiaries_250226.pdf
Maps indicating latitude and longitude for proposed locations	Bacliff-Miller Road_Map with Potential Beneficiaries_250226.pdf
Site photos	CDBG-Mit_Photos_Bacliff Neighborhood_250225.pdf
Scope of work information, maps, and other applicable documentation for each Local effort identified	2022 Hazard Mitigation Plan (004).pdf
Maps indicating latitude and longitude for proposed locations	CDBG_Rollover Pass Waterline Improvements_Map_250225.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_13th St.pdf
DP05 (ACS 5-year estimate)	ACS_Census Tract 7217.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_11th St.pdf
DP05 (ACS 5-year estimate)	ACS_Census Tract 7217.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7217_Miller Rd.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7218_19th St.pdf
DP05 (ACS 5-year estimate)	ACS_Census Tract 7218.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7218_20th St.pdf
DP05 (ACS 5-year estimate)	ACS_Census Tract 7218.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7218_9th St.pdf
DP05 (ACS 5-year estimate)	ACS_Census Tract 7218.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7218_20th St.pdf

Document Type	File Attachment (Text)
DP05 (ACS 5-year estimate)	ACS_Census Tract 7218.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7218_19th St.pdf
DP05 (ACS 5-year estimate)	ACS_Census Tract 7218.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7218.pdf
DP05 (ACS 5-year estimate)	ACS_Census Tract 7218.pdf
Race/Ethnicity/Gender Calculator	REGC_Census Tract 7237.pdf
DP05 (ACS 5-year estimate)	ACS_Census Tract 7237.pdf
Race/Ethnicity/Gender Calculator	Race_Gender_Calculator_West County Annex.pdf
DP05 (ACS 5-year estimate)	ACSDP1Y2023.DP05-2024-11-26T074749.xlsx
CDBG Mitigation Viewer Export	GLO-CDR CDBG-MIT Viewer.png
Local Procurement Policies and Procedures	GalCo Purchasing Policies Procedures.pdf
Maps indicating latitude and longitude for proposed locations	San Leon Ave K.pdf
Signed Applicant Certifications	Galveston County Local Certifications - Signed.pdf
Single Audit or Annual Financial Statement	2023 Federal Single Audit Report.pdf
Current Printout of SAM.gov Registration	SAM Expiration Screen 5.3.2025.pdf

Bacliff-Avenue A Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-Avenue A Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/12 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in the Bayview neighborhood was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area.

In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 357 LF of existing asphalt roadway with 357 LF of more durable concrete pavement from the intersection of 19th Street and Avenue A to the intersection of 18th Street and Avenue A in Bacliff, Texas, a census designated place approximately 16 miles northwest of Galveston, Texas (Start Point: 29.502056, -94.995583; Midpoint: 29.502333, -94.995278; and

End Point: 29.502556, -94.994917). Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff - Avenue A Street Improvements	Avenue A, Bacliff, TX

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 357

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Submit As-Builts/COCC/FWCR	06-01-2007	08-01-2007	2
Contract Closeout	08-01-2007	11-01-2007	3
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6

Project Phase	Start Date	End Date	Length (in months)
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,465

Provide number of LMI Beneficiaries 1,465

Percentage of LMI Beneficiaries: 100%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 3

Male: 755

Female: 710

Total: 1,465

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	0	0	0
Some Other Race	419	802	1,221
Other Multi-Racial	54	0	54
Native Hawaiian / Other Pacific Islander	0	1	1
Black African American	6	36	42
Asian/White	0	24	24
Asian	0	0	0
American Indian/Alaskan Native/White	7	44	51
American Indian/Alaskan Native/Black African American	2	14	16
American Indian/Alaskan Native	30	26	56

Race	Hispanic Population	Non-Hispanic Population	Total Population
Black African American/White	0	0	0

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The entire census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Exempt

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$3,265.75	$0.00	$3,265.75	5%
Engineering	$3,110.25	$0.00	$3,110.25	4.7%
Construction	$59,468.88	$0.00	$59,468.88	90.3%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury,

damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-Avenue B Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-Avenue B Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in the Bacliff neighborhoods was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area.

In response to the Bacliff's identified flood risk, this flood resistant street improvement includes the replacement of 709 LF of existing asphalt roadway with 709 LF of more durable concrete pavement from the intersection of 20th Street and Avenue B to the intersection of 18th Street and Avenue B in Bacliff, Texas, a census designated place approximately 16 miles northwest of

Galveston, Texas (Start Point: 29.500111, -94.995111; Midpoint: 29.500611, -94.994389; and End Point: 29.500011, -94.993639).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff - Avenue B Street Improvements	Avenue B betwen 20th St and 18th

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 709

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Construction NTP	08-01-2026	09-01-2026	1
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2

Project Phase	Start Date	End Date	Length (in months)
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,465

Provide number of LMI Beneficiaries 1,465

Percentage of LMI Beneficiaries: 100%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 3

Male: 755

Female: 710

Total: 1,465

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	419	802	1,221
Some Other Race	54	0	54
Other Multi-Racial	0	1	1
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	6	36	42
Black African American	0	24	24
Asian/White	0	0	0
Asian	7	44	51
American Indian/Alaskan Native/White	2	14	16
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	30	26	56

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The entire census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Exempt

Provide any additional detail or information relevant to Environmental Review: N/A

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$6,233.82	$0.00	$6,233.82	4.8%
Engineering	$5,936.98	$0.00	$5,936.98	4.5%
Construction	$118,711.00	$0.00	$118,711.00	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury,

damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-Avenue D Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-Avenue D Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in the Bacliff neighborhoods was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area. In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 353 LF of existing asphalt roadway with 353 LF of more durable concrete pavement from the intersection of 20th Street and Ave D to the intersection of 19th Street and Ave Di n Bacliff, Texas, a census designated place approximately 16 miles northwest of Galveston, Texas (Start: 29.498472, -94.993583; Midpoint: 29.498667, -94.99325; End: 29.498917, -94.992917).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff -Avenue D Street Improvements	Avenue D, Bacliff, TX

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 353

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6

Project Phase	Start Date	End Date	Length (in months)
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,465

Provide number of LMI Beneficiaries 1,465

Percentage of LMI Beneficiaries: 100%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 3

Male: 755

Female: 710

Total: 1,465

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	419	802	1,221
Some Other Race	54	0	54
Other Multi-Racial	0	1	1
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	6	36	42
Black African American	0	24	24
Asian/White	0	0	0
Asian	7	44	51
American Indian/Alaskan Native/White	2	14	16
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	30	26	56

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$3,091.11	$0.00	$3,091.11	4.8%
Engineering	$2,943.92	$0.00	$2,943.92	4.5%
Construction	$58,845.29	$0.00	$58,845.29	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury,

damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states “Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways.”

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-Baker Avenue Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-Baker Avenue Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City. Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in the identified neighborhoods was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area.

In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 541 LF of existing asphalt roadway with 541 LF of more durable concrete pavement from the intersection of N Hwy 146 and Baker Avenue to the intersection of Miller Street and Baker Avenue (Start: 29.503222, -94.997556; Midpoint: 29.503611, -94.997167; End: 29.504028, -94.996556).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff - Baker Street Improvements	Bacliff, Baker Avenue

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 541

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6

Project Phase	Start Date	End Date	Length (in months)
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,465

Provide number of LMI Beneficiaries 1,465

Percentage of LMI Beneficiaries: 100%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,127	Group 3

Male: 755

Female: 710

Total: 1,465

Race	Hispanic Population	Non-Hispanic Population	Total Population
Some Other Race	54	0	54
Other Multi-Racial	0	1	1
Native Hawaiian / Other Pacific Islander	0	0	0
White	419	802	1,221
Black African American/White	6	36	42
Black African American	0	24	24
Asian/White	0	0	0
Asian	7	44	51
American Indian/Alaskan Native/White	2	14	16
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	30	26	56

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The entire census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Exempt

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$4,727.96	$0.00	$4,727.96	4.8%
Engineering	$4,502.82	$0.00	$4,502.82	4.5%
Construction	$90,058.53	$0.00	$90,058.53	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury,

damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-Jackson Avenue Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-Jackson Avenue Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/12 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in the Bayview neighborhood was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area.

In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 635 LF of existing asphalt roadway with 635 LF of more durable concrete pavement from the intersection of N Hwy 146 & Jackson Avenue to intersection of Miller Street and Jackson Avenue (Start: 29.502194, -94.996889; Midpoint: 29.502667, -94.996389; End: 29.503083, -94.995778). Once design and engineering are complete and required permits

received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff - Jackson Street Improvements	Bacliff, Jackson Ave

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 635

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,465

Provide number of LMI Beneficiaries 1,465

Percentage of LMI Beneficiaries: 100%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 3

Male: 755

Female: 710

Total: 1,465

Race	Hispanic Population	Non-Hispanic Population	Total Population
Other Multi-Racial	0	1	1
American Indian/Alaskan Native/Black African American	0	0	0
Asian/White	0	0	0
Black African American	0	24	24
Asian	7	44	51
Black African American/White	6	36	42
American Indian/Alaskan Native/White	2	14	16
White	419	802	1,221
Some Other Race	54	0	54
Native Hawaiian / Other Pacific Islander	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	30	26	56

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The entire census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Exempt

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$5,618.57	$0.00	$5,618.57	4.8%
Engineering	$5,351.03	$0.00	$5,351.03	4.5%
Construction	$106,976.17	$0.00	$106,976.17	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury,

damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states “Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways.”

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff -Miller Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff -Miller Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in the Bacliff neighborhoods was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area. In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 502 LF of existing asphalt roadway with 502 LF of more durable concrete pavement from the intersection of Miller Street and Jackson Avenue to the intersection of Miller Street and Baker Avenue (Start: 29.503167, -94.995667. Midpoint: 29.503611, -94.996083; End: 29.338111, -94.964306).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff -Miller Street Improvements	Intersection of Miller Street and Jackson Avenue to the intersection of Miller Street and Baker Avenue Bacliff, TX, 77518

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 502

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2

Project Phase	Start Date	End Date	Length (in months)
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,465

Provide number of LMI Beneficiaries 1,465

Percentage of LMI Beneficiaries: 100%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 3

Male: 755

Female: 710

Total: 1,465

Race	Hispanic Population	Non-Hispanic Population	Total Population
Black African American	0	24	24
Asian	7	44	51
Black African American/White	6	36	42
Asian/White	0	0	0
American Indian/Alaskan Native/White	2	14	16
White	419	802	1,221
Some Other Race	54	0	54
Other Multi-Racial	0	1	1
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	30	26	56

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The entire census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$4,418.35	$0.00	$4,418.35	4.8%
Engineering	$4,207.95	$0.00	$4,207.95	4.5%
Construction	$84,157.91	$0.00	$84,157.91	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation efforts, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). In addition, significant damage to the roadway segments would impede residents from being able to access the

nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

See the 2022 Galveston County Hazard Mitigation Plan; the 2024 Texas Flood Plan; and the Galveston County's Hurricane Evacuation Plan (mapping).

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would

complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-Smith Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-Smith Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/12 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in the Bayview neighborhood was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area.

In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 505 LF of existing asphalt roadway with 505 LF of more durable concrete pavement from the intersection of Smith Street & Jackson Ave to intersection of Smith Street & Baker Ave (Start: 29.502722, -94.996306; Midpoint: 29.503139, -94.996639; End: 29.503528, -94.997139) Once design and engineering are complete and required permits received,

equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff - Smith Street Improvements	Bacliff, Smith St

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 505

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,465

Provide number of LMI Beneficiaries 1,465

Percentage of LMI Beneficiaries: 100%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 3

Male: 755

Female: 710

Total: 1,465

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	419	802	1,221
Some Other Race	54	0	54
Other Multi-Racial	0	1	1
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	6	36	42
Black African American	0	24	24
Asian/White	0	0	0
Asian	7	44	51
American Indian/Alaskan Native/White	2	14	16
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	30	26	56

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The entire census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$4,442.17	$0.00	$4,442.17	4.8%
Engineering	$4,230.63	$0.00	$4,230.63	4.5%
Construction	$84,611.43	$0.00	$84,611.43	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury,

damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-13th Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-13th Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City. Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in Bacliff was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area.

In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 1637 LF of existing asphalt roadway with 1637 LF of more durable concrete pavement from the intersection of 13th Street and Ave D to the intersection of 13th Street and Ave A in Bacliff, TX, a census designated place approximately 16 miles northwest of Galveston, Texas (Start Point: 29.502111, -94.988278; Midpoint: 29.503333, -94.989389; and End Point: 29.505167, -94.991056).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff - 13th Street Improvements	13th Street, Bacliff, TX

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 1,637

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	09-01-2027	12-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6

Project Phase	Start Date	End Date	Length (in months)
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 3,210

Provide number of LMI Beneficiaries 2,675

Percentage of LMI Beneficiaries: 83.33%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 1 ; Group 2 ; Group 3

Male: 1,653

Female: 1,557

Total: 3,210

Race	Hispanic Population	Non-Hispanic Population	Total Population
Black African American	0	52	52
Asian	15	96	111
Some Other Race	119	0	119
Other Multi-Racial	0	2	2
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0
American Indian/Alaskan Native	67	57	124
Black African American/White	13	80	93
Asian/White	0	0	0
American Indian/Alaskan Native/White	5	32	37

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	916	1,756	2,672

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: Most of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Exempt

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$14,295.03	$0.00	$14,295.03	4.8%
Engineering	$13,614.32	$0.00	$13,614.32	4.5%
Construction	$272,201.85	$0.00	$272,201.85	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access and abide by local evacuation plans, thereby increasing the risk of injury or death as a result of non-compliance. Per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website) HWY 146 is the primary evacuation route during an emergency. Residents who are unable to use this roadway segment would be limited in their ability to access evacuation routes or emergency medical care during blue sky days.

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway

segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states “Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways.”

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life,

injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states “Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways.”

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-11th Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-11th Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in Bacliff was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area. In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 874 LF of existing asphalt roadway with 874 LF of more durable concrete pavement from the intersection of 11th Street and Avenue B to the intersection of 11th Street and Avenue D i (Start Point: 29.504806, -94.988222, Midpoint: 29.503917, -94.987444 and End Point: 29.503194, -94.986777).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff - 11th Street Improvements	11th Street, Bacliff, TX

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 874

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	07-01-2007	10-01-2007	3
Submit As-Builts/COCC/FWCR	06-01-2007	07-01-2007	1
Construction	09-01-2006	06-01-2007	9
Construction NTP	08-01-2006	09-01-2006	1
Contract Award	07-01-2006	08-01-2006	1
Bid Advertisement	04-01-2006	07-01-2006	3
Acquisition	04-01-2006	04-01-2006	0
Environmental Review	02-01-2006	04-01-2006	2
Engineering Design	08-01-2025	02-01-2026	6

Project Phase	Start Date	End Date	Length (in months)
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,745

Provide number of LMI Beneficiaries 1,210

Percentage of LMI Beneficiaries: 69.34%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 1 ; Group 2

Male: 899

Female: 846

Total: 1,745

Race	Hispanic Population	Non-Hispanic Population	Total Population
Black African American	0	28	28
Asian	8	52	60
Black African American/White	7	43	50
Asian/White	0	0	0
American Indian/Alaskan Native/White	3	17	20
White	498	956	1,454
Some Other Race	65	0	65
Other Multi-Racial	0	1	1
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	36	31	67

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The majority of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Engineering	$7,323.02	$0.00	$7,323.02	4.5%
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$7,689.17	$0.00	$7,689.17	4.8%
Construction	$146,444.39	$0.00	$146,444.39	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation efforts, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access and abide by local evacuation plans, thereby increasing the risk of injury or death as a result of non-compliance. Per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website) HWY 146 is the primary evacuation route during an emergency. Residents who are unable to use this roadway segment would be limited in their ability to access evacuation routes or emergency medical care during blue sky days.

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway

segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states “Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways.”

The proposed mitigation activitiy is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life,

injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states “Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways.”

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-Gordy Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-Gordy Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City. Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in the identified neighborhoods was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area.

In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 5,208 LF of existing asphalt roadway with 5,208 LF of more durable concrete pavement from the intersection of N Hwy 146 and Gordy Road to the intersection of Bayshore Drive and Gordy Road (Start: 29.508972, -94.000861; Midpoint: 29.513111, -94.994806; End: 29.516583).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff- Gordy Street Improvements	Bacliff-Gordy Street
Bacliff-Gordy Steet Improvements	Gordy Street, Bacliff, Texas

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 10,488

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2007	11-01-2007	3
Submit As-Builts/COCC/FWCR	06-01-2007	08-01-2007	2
Construction	09-01-2006	06-01-2007	9
Construction NTP	08-01-2006	09-01-2006	1
Contract Award	07-01-2006	08-01-2006	1
Bid Advertisement	04-01-2006	07-01-2006	3
Acquisition	04-01-2006	04-01-2006	0
Environmental Review	02-01-2006	04-01-2006	2
Engineering Design	08-01-2025	02-01-2026	6

Project Phase	Start Date	End Date	Length (in months)
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 4,310

Provide number of LMI Beneficiaries 2,515

Percentage of LMI Beneficiaries: 58.35%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 2 ; Group 4 ; Group 5
7,216	Group 1 ; Group 4 ; Group 5

Male: 2,300

Female: 2,010

Total: 4,310

Race	Hispanic Population	Non-Hispanic Population	Total Population
Native Hawaiian / Other Pacific Islander	120	0	120
Asian/White	74	152	226
Black African American	158	150	308
Some Other Race	0	9	9
Other Multi-Racial	4	3	7
White	640	725	1,365
Black African American/White	29	125	154
Asian	0	0	0
American Indian/Alaskan Native/Black African American	72	16	88
American Indian/Alaskan Native	18	40	58

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native/White	1,450	525	1,975

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: More than half of the census blocks are comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Engineering	$43,225.95	$0.00	$43,225.95	4.5%
Grant Administration	$45,387.25	$0.00	$45,387.25	4.8%
Construction	$864,310.72	$0.00	$864,310.72	90.7%
Special Environmental	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Planning	$0.00	$0.00	$0.00	0%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: IReplacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury,

damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-19th Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-19th Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in Bacliff was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area. In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 1,992 LF of existing asphalt roadway with 1,992 LF of more durable concrete pavement from the intersection of 19th St and Jackson Ave to southern end of 19th Street (Start Point: 29.502639, -94.996222, Midpoint: 29.499778, -94.993639 and End Point: 29.497000, -94.991222).

Site: Project Site Title	Site: Street Address
Bacliff -19th Street Improvements	19th Street, Bacliff, TX

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 1,992

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Contract Closeout	08-01-2027	11-01-2027	3
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,465

Provide number of LMI Beneficiaries 1,465

Percentage of LMI Beneficiaries: 100%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 3

Male: 755

Female: 710

Total: 1,465

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	419	802	1,221
Some Other Race	54	0	54
Other Multi-Racial	0	1	1
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	6	36	42
Black African American	0	24	24
Asian/White	0	0	0
Asian	7	44	51
American Indian/Alaskan Native/White	2	14	16
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	30	26	56

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The entire census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted while also allowing first responders ease of ingress and egress the homes.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$17,257.64	$0.00	$17,257.64	4.8%
Engineering	$16,435.85	$0.00	$16,435.85	4.5%
Construction	$328,637.28	$0.00	$328,637.28	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access and abide by local evacuation plans, thereby increasing the risk of injury or death as a result of non-compliance. Per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website) HWY 146 is the primary evacuation route during an emergency. Residents who are unable to use this roadway segment would be limited in their ability to access evacuation routes or emergency medical care during blue sky days.

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway

segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states “Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways.”

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life,

injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states “Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways.”

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-20th Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-20th Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in Bacliff was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area. In response to the Bacliff's identified flood risk, this flood resistant street improvement entails the replacement of 2,231 LF of existing asphalt roadway with 2,231 LF of more durable concrete pavement from the intersection of 20th Street and Avenue A to the intersection of 20th Street and Avenue E in Bacliff, Texas, a census designated place approximately 16 miles northwest of Galveston, Texas (Start Point: 29.500833, -94.995778, Midpoint: 29.499111, -94.994222 and End Point: 29.496917, -94.992417)

Site: Project Site Title	Site: Street Address
Bacliff -20th Street Improvements	20th Street, Bacliff, TX

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 2,231

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 1,465

Provide number of LMI Beneficiaries 1,465

Percentage of LMI Beneficiaries: 100%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 3

Male: 755

Female: 710

Total: 1,465

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	419	802	1,221
Some Other Race	54	0	54
Other Multi-Racial	0	1	1
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	6	36	42
Black African American	0	24	24
Asian/White	0	0	0
Asian	7	44	51
American Indian/Alaskan Native/White	2	14	16
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	30	26	56

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The entire census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$19,443.74	$0.00	$19,443.74	4.8%
Engineering	$18,517.85	$0.00	$18,517.85	4.5%
Construction	$370,248.81	$0.00	$370,248.81	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment o minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect

of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Bacliff-Avenue E Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Bacliff-Avenue E Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Bacliff, Texas runs along the Houston Ship channel with commerce and oil and gas production traversing the Highway 146 corridor between the Port of Houston and the refineries/plants of Texas City including multiple Marathon locations, Valero, Advario, Rosefield, and Eastman. Bacliff's proximity to Highway 146 includes it in the communities that create a hub for business, trade, tourism, recreational opportunities and one of the nation's largest energy production corridors between Pasadena and Texas City.

Bacliff is geographically situated directly between Galveston Bay to the east and Highway 146 to the west creating a bowl effect where storm water collects and is slow to drain due to outdated and inefficient drainage infrastructure. The County of Galveston contacted the local National Weather Service (NWS) office to request the number of flash flooding events which have impacted Bacliff. The NWS accessed NOAA's National Centers for Environmental Information and noted having issued 21 flash flood warnings between 5/12/22 and 9/15/23. Six of these warnings resulted in flooding which caused property damage. Notable events include Hurricane Harvey in August of 2017, which resulted in $4,000,000 in damages to the Bayview neighborhood in Bacliff and a rainfall event on June 4, 2021, which flooded 100 homes and caused $500,000 in property damage in the Bacliff community.

The current drainage system in the Bacliff neighborhoods was designed and constructed in the mid 1900's when many of the homes were built with no requirements for the inclusion of impervious surfaces and retainage ponds to lower the impact of heavy rainfall events. Over the last 40 years, private homes along the bay have increased in size and value with an increased need for elevated foundations, which contributes to the bowl effect of the inner neighborhoods of the Bacliff community. In addition, an exponential increase in business development along Highway 146 with increased impervious surface for foundations and large parking lots along with the ever-increasing elevation of the highway have further exasperated the flooding problems of the Bacliff area.

In response to the Bacliff's identified flood risk, this flood resistant street improvement includes the replacement of 352 LF of existing asphalt roadway with 352 LF of more durable concrete pavement from the intersection of 20th Street and Avenue E to the intersection of 19th Street and Avenue E (Start: 29.497028, -94.992389; Midpoint: 29.49725, -94.992028; End: 29.497528, -94.991639).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Bacliff-Avenue E Street Improvements	Avenue E, Bacliff, TX

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 353

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6

Project Phase	Start Date	End Date	Length (in months)
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 4,070

Provide number of LMI Beneficiaries 2,285

Percentage of LMI Beneficiaries: 56.14%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,217	Group 3

Male: 2,170

Female: 1,900

Total: 4,070

Race	Hispanic Population	Non-Hispanic Population	Total Population
Some Other Race	322	250	572
American Indian/Alaskan Native	30	265	295
Asian	7	444	451
Black African American/White	6	336	342
White	1,419	950	2,369
Other Multi-Racial	0	1	1
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American	0	24	24
Asian/White	0	0	0
American Indian/Alaskan Native/White	2	14	16
American Indian/Alaskan	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
Native/Black African American			

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The entire census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Engineering	$2,936.35	$0.00	$2,936.35	4.5%
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$3,083.17	$0.00	$3,083.17	4.8%
Construction	$58,731.91	$0.00	$58,731.91	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan. The national weather service issued 21 flash flood warnings between 5/2012 and 9/2023 which resulted in over $4M in property damages according to the Office of Emergency Management.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury,

damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Further, the plan also includes a project specific to the Bacliff area of Galveston County which the proposed road improvements to the Bacliff area included in this application would complement. Mitigation action 2022-Galveston County 0-12 on p. 330 of the plan states "Problem: The Bacliff area of Galveston County has storm water restrictions due to a bowl effect of the surrounding state highways (SH 146, SH 646 Grand Ave) and high elevation bluff along Galveston Bay. Solution: Improve channel drains and culvert crossing thru the State Highways."

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

San Leon-9th Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: San Leon-9th Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): San Leon, a small community of approximately 6,000 in Galveston County, has a lengthy history of being impacted by natural hazards. Much like its neighboring communities of Bacliff and Dickinson, it is prone to frequent flooding. This is largely attributed to its geographic location, elevation relative to Galveston Bay, poor drainage systems, and development over the years. First Street Foundation, a notable non-profit think tank, assessed overall flood risk throughout Texas and found that the Galveston Bay-side communities of San Leon, Bacliff and Dickinson are among the 10 most at-risk places for flooding in Texas. More than 99 percent of the homes in the three communities and more than 97 percent of all roads, as well as every commercial building, piece of public infrastructure and social facility, such as a house of worship or schools, are at risk of flooding. In response to the San Leon's identified flood risk, this flood resistant street improvement entails the replacement of 3,795 LF of existing asphalt roadway with 3,795 LF of more durable concrete pavement from the intersection of 9th Street and Avenue I tothe intersection of 9th Street and Avenue O (Start: 29.483083, -94.922806; Midpoint: 29.477944, -94.924306; End: 29.474194, -94.925833).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
San Leon-9th Street Improvements	San Leon, 9th St

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 3,795

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 3,485

Provide number of LMI Beneficiaries 2,290

Percentage of LMI Beneficiaries: 65.71%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,218	Group 1 ; Group 2 ; Group 4

Male: 1,797

Female: 1,688

Total: 3,485

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	11	18	29
Black African American/White	0	19	19
Asian/White	0	0	0
American Indian/Alaskan Native/White	0	33	33
White	642	2,209	2,851
Some Other Race	50	16	66
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0
Black African American	14	54	68

Race	Hispanic Population	Non-Hispanic Population	Total Population
Asian	0	419	419

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census blocks are comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Construction	$639,702.80	$0.00	$639,702.80	90.7%
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$33,592.37	$0.00	$33,592.37	4.8%
Engineering	$31,992.73	$0.00	$31,992.73	4.5%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard

events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

San Leon-18th Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: San Leon-18th Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): San Leon, a small community of approximately 6,000 in Galveston County, has a lengthy history of being impacted by natural hazards. Much like its neighboring communities of Bacliff and Dickinson, it is prone to frequent flooding. This is largely attributed to its geographic location, elevation relative to Galveston Bay, poor drainage systems, and development over the years. First Street Foundation, a notable non-profit think tank, assessed overall flood risk throughout Texas and found that the Galveston Bay-side communities of San Leon, Bacliff and Dickinson are among the 10 most at-risk places for flooding in Texas. More than 99 percent of the homes in the three communities and more than 97 percent of all roads, as well as every commercial building, piece of public infrastructure and social facility, such as a house of worship or schools, are at risk of flooding. In response to the San Leon's identified flood risk, this flood resistant street improvement entails the replacement of 2,896 LF of existing asphalt roadway with 2,896 LF of more durable concrete pavement from the intersection of 18th Street and Avenue A to the southern end of 18th Street from the intersection of 19th Street (Start: 29.499333, -94.927667; Midpoint: 29.490806, -94.930167; End: 29.483806, -94.932167).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
San Leon-18th Street Improvements	18th St, San Leon, TX

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 2,896

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 3,485

Provide number of LMI Beneficiaries 2,290

Percentage of LMI Beneficiaries: 65.71%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,218	Group 1 ; Group 2 ; Group 4

Male: 1,797

Female: 1,688

Total: 3,485

Race	Hispanic Population	Non-Hispanic Population	Total Population
Black African American	14	54	68
Asian	0	419	419
American Indian/Alaskan Native/White	0	33	33
Some Other Race	50	16	66
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0
American Indian/Alaskan Native	11	18	29
Asian/White	0	0	0
Black African American/White	0	19	19

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	642	2,209	2,851

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census blocks are comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Construction	$481,816.87	$0.00	$481,816.87	90.7%
Grant Administration	$25,300.48	$0.00	$25,300.48	4.8%
Engineering	$24,095.69	$0.00	$24,095.69	4.5%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard

events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

San Leon-19th Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: San Leon-19th Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): San Leon, a small community of approximately 6,000 in Galveston County, has a lengthy history of being impacted by natural hazards. Much like its neighboring communities of Bacliff and Dickinson, it is prone to frequent flooding. This is largely attributed to its geographic location, elevation relative to Galveston Bay, poor drainage systems, and development over the years. First Street Foundation, a notable non-profit think tank, assessed overall flood risk throughout Texas and found that the Galveston Bay-side communities of San Leon, Bacliff and Dickinson are among the 10 most at-risk places for flooding in Texas. More than 99 percent of the homes in the three communities and more than 97 percent of all roads, as well as every commercial building, piece of public infrastructure and social facility, such as a house of worship or schools, are at risk of flooding. In response to the San Leon's identified flood risk, this flood resistant street improvement entails the replacement of 765 LF of existing asphalt roadway with 765 LF of more durable concrete pavement from the intersection of 19th Street and Ave K to the intersection of 19th Street and Avenue J (Start: 29.481972, -94.933778; Midpoint: 29.482833, -94.933472; End: 29.483694, -94.933306.

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
San Leon-19th Street Improvements	San Leon, 19th St

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 765

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 3,210

Provide number of LMI Beneficiaries 2,070

Percentage of LMI Beneficiaries: 64.49%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,218	Group 2 ; Group 3 ; Group 4

Male: 1,655

Female: 1,555

Total: 3,210

Race	Hispanic Population	Non-Hispanic Population	Total Population
Black African American	13	50	63
Asian	0	386	386
Black African American/White	0	17	17
Asian/White	0	0	0
American Indian/Alaskan Native/White	0	31	31
White	591	2,035	2,626
Some Other Race	46	15	61
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	10	16	26

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census blocks are comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$6,650.61	$0.00	$6,650.61	4.8%
Engineering	$6,333.91	$0.00	$6,333.91	4.5%
Construction	$126,377.60	$0.00	$126,377.60	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The project is aimed at mitigating the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard

events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

San Leon-20th Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: San Leon-20th Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): San Leon, a small community of approximately 6,000 in Galveston County, has a lengthy history of being impacted by natural hazards. Much like its neighboring communities of Bacliff and Dickinson, it is prone to frequent flooding. This is largely attributed to its geographic location, elevation relative to Galveston Bay, poor drainage systems, and development over the years. First Street Foundation, a notable non-profit think tank, assessed overall flood risk throughout Texas and found that the Galveston Bay-side communities of San Leon, Bacliff and Dickinson are among the 10 most at-risk places for flooding in Texas. More than 99 percent of the homes in the three communities and more than 97 percent of all roads, as well as every commercial building, piece of public infrastructure and social facility, such as a house of worship or schools, are at risk of flooding. In response to the San Leon's identified flood risk, this flood resistant street improvement entails the replacement of 617 LF of existing asphalt roadway with 617 LF of more durable concrete pavement from the Intersection of 20th Street and FM 517 Road E to northern end of 20th Street (Start: 29.485639, -94.933722; Midpoint: 29.486278, -94.933528; End: 29.487, -94.933389).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
San Leon-20th Street Improvements	San Leon, 20th Street

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 617

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 3,210

Provide number of LMI Beneficiaries 2,070

Percentage of LMI Beneficiaries: 64.49%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,218	Group 2 ; Group 3 ; Group 4

Male: 1,655

Female: 1,555

Total: 3,210

Race	Hispanic Population	Non-Hispanic Population	Total Population
Black African American/White	0	17	17
Asian/White	0	0	0
American Indian/Alaskan Native/White	0	31	31
White	591	2,035	2,626
Some Other Race	46	15	61
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0
Black African American	13	50	63
Asian	0	386	386

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	10	16	26

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census blocks are comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate any environmental issues. Will review to verify.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$5,331.30	$0.00	$5,331.30	4.8%
Engineering	$5,077.44	$0.00	$5,077.44	4.5%
Construction	$101,505.05	$0.00	$101,505.05	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard

events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

San Leon-Avenue J Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: San Leon-Avenue J Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): San Leon, a small community of approximately 6,000 in Galveston County, has a lengthy history of being impacted by natural hazards. Much like its neighboring communities of Bacliff and Dickinson, it is prone to frequent flooding. This is largely attributed to its geographic location, elevation relative to Galveston Bay, poor drainage systems, and development over the years. First Street Foundation, a notable non-profit think tank, assessed overall flood risk throughout Texas and found that the Galveston Bay-side communities of San Leon, Bacliff and Dickinson are among the 10 most at-risk places for flooding in Texas. More than 99 percent of the homes in the three communities and more than 97 percent of all roads, as well as every commercial building, piece of public infrastructure and social facility, such as a house of worship or schools, are at risk of flooding. In response to the San Leon's identified flood risk, this flood resistant street improvement entails the replacement of 378 LF of existing asphalt roadway with 378 LF of more durable concrete pavement from the intersection of 20th Street and Ave J to the intersection of 19th Street & Ave J (Start: 29.483889, -94.934194; Midpoint: 29.483833, -94.933806; End: 29.483694, -94.93325)

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
San Leon-Avenue J Improvements	San Leon, Avenue J

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 378

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 3,210

Provide number of LMI Beneficiaries 2,070

Percentage of LMI Beneficiaries: 64.49%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,218	Group 2 ; Group 3 ; Group 4

Male: 1,655

Female: 1,555

Total: 3,210

Race	Hispanic Population	Non-Hispanic Population	Total Population
Black African American	13	50	63
Asian	0	386	386
Black African American/White	0	17	17
Asian/White	0	0	0
American Indian/Alaskan Native/White	0	31	31
White	591	2,035	2,626
Some Other Race	46	15	61
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	10	16	26

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$3,289.58	$0.00	$3,289.58	4.8%
Engineering	$3,132.93	$0.00	$3,132.93	4.5%
Construction	$62,643.52	$0.00	$62,643.52	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard

events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

San Leon-Avenue K Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: San Leon-Avenue K Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): San Leon, a small community of approximately 6,000 in Galveston County, has a lengthy history of being impacted by natural hazards. Much like its neighboring communities of Bacliff and Dickinson, it is prone to frequent flooding. This is largely attributed to its geographic location, elevation relative to Galveston Bay, poor drainage systems, and development over the years. First Street Foundation, a notable non-profit think tank, assessed overall flood risk throughout Texas and found that the Galveston Bay-side communities of San Leon, Bacliff and Dickinson are among the 10 most at-risk places for flooding in Texas. More than 99 percent of the homes in the three communities and more than 97 percent of all roads, as well as every commercial building, piece of public infrastructure and social facility, such as a house of worship or schools, are at risk of flooding. In response to the San Leon's identified flood risk, this flood resistant street improvement entails the replacement of 432 LF of existing asphalt roadway with 432 LF of more durable concrete pavement from the intersection of 20th Street and Ave K to the intersection of 19th Street and Avenue K (Start: 29.482139, -94.934778; Midpoint: 29.482056, -94.934306; End: 29.481861, -94.933694).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
San Leon-Avenue K	San Leon, Avenue K

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 432

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 3,210

Provide number of LMI Beneficiaries 2,070

Percentage of LMI Beneficiaries: 64.49%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,218	Group 2 ; Group 3 ; Group 4

Male: 1,655

Female: 1,555

Total: 3,210

Race	Hispanic Population	Non-Hispanic Population	Total Population
Black African American	13	50	63
Asian	0	386	386
Black African American/White	0	17	17
Asian/White	0	0	0
American Indian/Alaskan Native/White	0	31	31
White	591	2,035	2,626
Some Other Race	46	15	61
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	10	16	26

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Grant Administration	$0.00	$0.00	$0.00	0%
Engineering	$0.00	$0.00	$0.00	0%
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Construction	$78,672.73	$0.00	$78,672.73	100%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p.

31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

In addition, significant damage to the roadway segments would impede residents from being able to access the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard

events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183). Further, the roadway improvements in the Bacliff and San Leon areas would complement Project #0611000436 on p. 31 of Volume II of the 2024 Texas State Flood Plan, which is an analysis of roadside ditch and driveway improvements in Bacliff and San Leon.

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Freddisville-Bayou Drive Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Freddisville-Bayou Drive Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Hitchcock is a small town in Galveston County which has experienced frequent flooding from ran events and hurricanes, most notably after Hurricane Harvey whose impacts nearly bankrupted the community. In response to the Hitchcock's identified flood risk, this flood resistant street improvement entails the replacement of 1,674 LF of existing asphalt roadway with 1,674 LF of more durable concrete pavement from the eastern end of Bayou Drive to the iintersection of Bayou Drive and Crane Street(Start: 29.340889, -94.964; Midpoint: 29.339528, -94.965667; End: 29.33775, -94.969833)

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Freddiesville-Bayou Drive Street Improvements	Eastern end of Bayou Dr to intersection of Bayou Drive and Crane Street, Hitchcock, TX, 77563

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately

responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 1,674

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 905

Provide number of LMI Beneficiaries 500

Percentage of LMI Beneficiaries: 55.25%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,237	Group 2

Male: 412

Female: 493

Total: 905

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	300	112	412
Some Other Race	18	11	29
Other Multi-Racial	0	4	4
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	43	36	79
Black African American	54	23	77
Asian/White	78	34	112
Asian	0	0	0
American Indian/Alaskan Native/White	42	75	117
American Indian/Alaskan Native/Black African American	12	22	34

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	25	16	41

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Exempt

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$14,588.76	$0.00	$14,588.76	4.8%
Engineering	$13,894.06	$0.00	$13,894.06	4.5%
Construction	$277,814.16	$0.00	$277,814.16	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). In addition, significant damage to the roadway segments would impede residents from being able to access

the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segmentsto minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings,

improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183).

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Freddisville-Swan Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Freddisville-Swan Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Hitchcock is a small town in Galveston County which has experienced frequent flooding from ran events and hurricanes, most notably after Hurricane Harvey whose impacts nearly bankrupted the community. In response to the Hitchcock's identified flood risk, this flood resistant street improvement entails the replacement of 3,346 LF of existing asphalt roadway with 3,346 LF of more durable concrete pavement from the intersection of Bayou Drive and Swan Street to eastern end of Swan Street (Start: 29.339056, -94.96775; Midpoint: 29.337722, -94.963361; End: 29.338111, -94.959111).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Freddiesville-Swan Street Improvements	Freddiesville, Swan Street

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The

department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 3,346

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 905

Provide number of LMI Beneficiaries 500

Percentage of LMI Beneficiaries: 55.25%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,237	Group 2

Male: 412

Female: 493

Total: 905

Race	Hispanic Population	Non-Hispanic Population	Total Population
Some Other Race	18	10	28
White	300	112	412
Other Multi-Racial	0	4	4
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	43	36	79
Black African American	54	23	77
Asian/White	78	34	112
Asian	0	0	0
American Indian/Alaskan Native/White	42	75	117
American Indian/Alaskan Native/Black African American	12	22	34

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	26	16	42

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$29,161.64	$0.00	$29,161.64	4.8%
Engineering	$27,772.99	$0.00	$27,772.99	4.5%
Construction	$555,344.87	$0.00	$555,344.87	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). In addition, significant damage to the roadway segments would impede residents from being able to access

the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings,

improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183).

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Freddisville-WarrenWay Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Freddisville-WarrenWay Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Hitchcock is a small town in Galveston County which has experienced frequent flooding from ran events and hurricanes, most notably after Hurricane Harvey whose impacts nearly bankrupted the community. In response to the Hitchcock's identified flood risk, this flood resistant street improvement entails the replacement of 719LF of existing asphalt roadway with 719LF of more durable concrete pavement from the beginning to the end of Warren Way (Start: 29.338444, -94.965389; Midpoint: 29.338778, -94.964722; End: 29.338111, -94.964306)

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Freddiesville-Warren Way Street Improvements	Warren Way, Freddiesville

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require,

any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 719

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 905

Provide number of LMI Beneficiaries 500

Percentage of LMI Beneficiaries: 55.25%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,237	Group 2

Male: 412

Female: 493

Total: 905

Race	Hispanic Population	Non-Hispanic Population	Total Population
Some Other Race	18	10	28
White	300	112	412
Other Multi-Racial	0	4	4
Black African American/White	43	36	79
Black African American	54	23	77
Asian/White	78	34	112
Asian	0	0	0
American Indian/Alaskan Native/White	42	75	117
American Indian/Alaskan Native/Black African American	12	22	34
American Indian/Alaskan Native	26	16	42

Race	Hispanic Population	Non-Hispanic Population	Total Population
Native Hawaiian / Other Pacific Islander	0	0	0

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people:

A significant portion of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Construction	$119,674.73	$0.00	$119,674.73	90.7%
Grant Administration	$6,285.43	$0.00	$6,285.43	4.8%
Engineering	$5,986.12	$0.00	$5,986.12	4.5%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). In addition, significant damage to the roadway segments would impede residents from being able to access

the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings,

improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183).

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Hitchcock-Delesandri Drive Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Hitchcock-Delesandri Drive Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Hitchcock is a small town in Galveston County which has experienced frequent flooding from ran events and hurricanes, most notably after Hurricane Harvey whose impacts nearly bankrupted the community. In response to the Hitchcock's identified flood risk, this flood resistant street improvement entails the replacement of 1,488 LF of existing asphalt roadway with 1,488 LF of more durable concrete pavement from the the intersection of Delesandri Drive and State Hwy 6 to the northern end of Delesandri Drive (Start: 29.483083, -94.922806; Midpoint: 29.333806, -94.948; End: 29.335472, -94.947806).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Hitchcock_Delesandri Drive Street Improvements	Intersection of Delesandri Dr and State Hwy 6 to nothern end of Delesandri Dr, Hitchcock, TX, 77563

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete)

replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Total proposed number of linear feet: 1,488

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 905

Provide number of LMI Beneficiaries 500

Percentage of LMI Beneficiaries: 55.25%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,237	Group 1

Male: 412

Female: 493

Total: 905

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	0	342	342
Some Other Race	0	24	24
Other Multi-Racial	0	0	0
Black African American	0	516	516
American Indian/Alaskan Native	0	23	23
Asian	0	0	0
Black African American/White	0	0	0
Asian/White	0	0	0
American Indian/Alaskan Native/White	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
Native/Black African American			

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 24

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$12,967.79	$0.00	$12,967.79	4.8%
Engineering	$12,350.27	$0.00	$12,350.27	4.5%
Construction	$246,945.92	$0.00	$246,945.92	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). In addition, significant damage to the roadway segments would impede residents from being able to access

the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings,

improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183).

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Hitchcock-Terrasso Drive Street Improvements

Project Info

Project Information

DRGR Activity: Street Improvements

Project Type: Street Improvements

Project Title: Hitchcock-Terrasso Drive Street Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Hitchcock is a small town in Galveston County which has experienced frequent flooding from ran events and hurricanes, most notably after Hurricane Harvey whose impacts nearly bankrupted the community. In response to the Hitchcock's identified flood risk, this flood resistant street improvement entails the replacement of 1,128 LF of existing asphalt roadway with 1,128 LF of more durable concrete pavement from the northern end of Terrasso Drive to the intersection of Delesandri Drive and Terrasso Drive (Start: 29.334333, -94.947028; Midpoint: 29.333306, -94.947139; End: 29.332583, -94.948111).

Once design and engineering are complete and required permits received, equipment, materials, and personnel will be mobilized to the site. The roadway will be closed to traffic and the existing asphalt road surface and base material will be removed using a stabilizer/reclaimer. The subbase will then be stabilized with lime to reduce the plasticity of the clay. The subbase will then be cured using a light fog spray of water or bituminous curing agent at a rate of 0.15 to 0.25 gal/yd2. If the construction contractor determines that trimming of the cement-treated subbase is unavoidable, just before paving, the surface will be treated to prevent bonding of the base to the surface. The applicable bond breakers may include reapplication of the bituminous curing agent with a thin layer of sand or the application of two coats of wax-based curing compound. The reinforced concrete pavement will then be formed and placed over the base and subbase. The concrete pavement will be six inches in uniform thickness, with 5.0 sacks of Portland Cement used per cubic yard and will be reinforced with #4 (1/2") deformed steel reinforcing bars spaced a maximum of 18" center to center each way. Once cured and tested, equipment, personnel and excess materials will be transported from the project site, and the roadway will be reopened to traffic.

Site: Project Site Title	Site: Street Address
Hitchcock-Terrasso Drive Street Improvements	Intersection of Delesandri Dr and State Hwy 6 to nothern end of Delesandri Dr, Hitchcock, TX, 77563

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County Road and Bridge Department is responsible for maintaining this road segment. Lee Crowder is the road administrator and ultimately

responsible for ensuring all county roads are operated and maintained appropriately. The department ensures the road surfaces are cleaned throughout the year, as conditions require, any identified cracks are sealed, and the road segment is resealed in its entirety as needed. The current county budget already accounts for expenditures to maintain all county roads, including this segment.

Total proposed number of linear feet: 1,128

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-01-2027	11-01-2027	3
Submit As-Builts/COCC/FWCR	06-01-2027	08-01-2027	2
Construction	09-01-2026	06-01-2027	9
Construction NTP	08-01-2026	09-01-2026	1
Contract Award	07-01-2026	08-01-2026	1
Bid Advertisement	04-01-2026	07-01-2026	3
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 905

Provide number of LMI Beneficiaries 500

Percentage of LMI Beneficiaries: 55.25%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,237	Group 1

Male: 499

Female: 406

Total: 905

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	0	342	342
Black African American/White	0	0	0
Asian/White	0	0	0
American Indian/Alaskan Native/White	0	0	0
Some Other Race	0	24	24
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0
Black African American	0	516	516
Asian	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	0	23	23

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: A significant portion of the census block is comprised of low to moderate income people. Ensuring the roadway is accessible to local residents will enable timely travel to the nearest evacuation route should hurricane force winds/accompanying rain be forecasted.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: Galveston County does not anticipate that the proposed project will have any negative environmental consequences as the activity (replacing asphalt with concrete) replaces an equal amount of material along the same amount of linear feet of existing roadway. No new ground disturbance will occur.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$10,687.35	$0.00	$10,687.35	4.8%
Engineering	$10,178.43	$0.00	$10,178.43	4.5%
Construction	$203,523.52	$0.00	$203,523.52	90.7%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: Replacing the asphalt roadway segment with concrete will mitigate against current and future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents' access to a community lifeline which facilitates travel to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted. The chosen construction material will be more resilient for the following reasons:

•Concrete is more resistant to heavy rainfall and flooding. Unlike asphalt which can deteriorate quickly when exposed to water, concrete remains stable and intact, reduction the need for frequent repairs and ensuring safer road conditions.

•Concrete's ability to reflect sunlight helps it remain cooler than asphalt, which absorbs and retains heat. With its higher albedo, concrete reflects more sunlight than asphalt, which absorbs heat. This property helps to keep urban areas cooler, combating the urban heat island effect.

•From an environmental perspective, concrete production emits fewer greenhouse gases compared to asphalt. Moreover, concrete can be recycled and reused in new construction projects, minimizing environmental impact and promoting sustainability.

•Concrete is less prone to rutting and deformation under heavy loads and high temperatures with a superior load-bearing capacity. This resistance ensures a more consistent and safer driving surface, reducing the risk of vehicle damage and accidents.

•Concrete streets boast a significantly longer lifespan than their asphalt counterparts. Typically, concrete roads can last between 20 to 40 years with minimal maintenance, whereas asphalt streets often require resurfacing and repairs every 10 to 15 years. This longevity makes concrete a cost-effective option in the long run.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board’s 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes “This includes goals to improve safety at low water crossings, improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas” (p.183). In addition, significant damage to the roadway segments would impede residents from being able to access

the nearest hurricane evacuation route per Galveston County's Hurricane Evacuation Mapping (Houston-Galveston Area Council-Hurricane Evacuation | Galveston, TX - Official Website).

See the 2022 Galveston County Hazard Mitigation Plan reference document, Texas Flood Plan reference document, and the Houston-Galveston Area Council's Evacuation Route documentation.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The hazard was identified through consultation with the national weather service, a review of the NOAA storm events database, and review of the risk assessment within the hazard mitigation plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: This project demonstrates an integrated approach towards mitigation as the county takes part in local and regional planning efforts and considered this project within the context of those planning efforts to determine if the project was in concert with both local and mitigation goals, objectives and strategies. This was accomplished by considering a number of factors/indicators as the project was developed including local and regional community acceptance of the project; effects on local and regional populations; technical feasibility and secondary local and regional impacts; the degree of local and regional public and political support for the project; existing local and regional legal authorities; costs, benefits, and the project's contribution to the local and regional economy; and existing local and regional environmental laws, regulations and ordinances.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project promotes sustainable community resilience as it affords unimpeded access to a critical community lifeline, transportation. This segment of roadway is a part of the overarching county and regional transportation infrastructure. Transportation, as with other community lifelines, enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security. Unimpeded access to this community lifeline has the potential to save lives by facilitating first responder's egress and ingress to homes within the community and community members' access to emergency evacuation routes should hurricane force winds and rains be forecasted. The project promotes economic security as unimpeded access to transportation routes allows community members to maintain or seek employment and patronize local businesses.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The proposed mitigation effort, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

The proposed mitigation activity is also in concert with the goals of the Texas Water Development Board's 2024 Texas Flood Plan which includes roadway safety and early warning system goals. The plan notes "This includes goals to improve safety at low water crossings,

improve the level of service for exposed roadway segments, and increase the implementation of flood early warning systems for roadways and flood prone areas" (p.183).

Was a cost-benefit analysis used in the selection of the proposed project? Yes

Describe how the proposed project impacts vulnerable populations in the local community.: Either the entire census block or a substantial portion of the census block consists of low to moderate income persons, which are vulnerable solely based on their socio-economic status. Replacing the roadway segments with a more durable flood-resistant material will enable residents to more readily access evacuation routes during inclement weather events and places of employment and community service providers on a daily basis.

Describe how the proposed project creates economic opportunities for the local community: The project in and of itself does not create economic opportunities, but it does facilitate access to economic opportunities by enabling residents to be able to travel to their places of employment (employed residents) or potential places of employment (jobseekers). Further, residents will be able to continue to frequent local businesses including gas stations, grocery stores, restaurants, and other small locally owned businesses which rely on their customer bases to remain solvent and drive the local economy.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? Yes

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? Yes

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The proposed mitigation effort, modification to the identified roadway segment to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: "Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards " (p.270)

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: Replacing the asphalt roadway segment with concrete will mitigate against future risk by minimizing the impacts of excessive coastal storm surge and runoff, negating the creation of urban heat islands, and ensuring residents are able to travel unimpeded to the nearest identified evacuation route should hurricane force winds and accompanying rain be forecasted.

Dickinson Senior Center Elevation Project

Project Info

Project Information

DRGR Activity: Public Facilities

Project Type: Community Centers ; Senior Center

Project Title: Dickinson Senior Center Elevation Project

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? Yes

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): The Dickson Senior Center is a 3,920 SF one story facility located at 2714 Highway 3, Dickinson, TX (29.47111, -95.06142). The current facility is a municipal center having stucco covered CMU exterior walls with concrete slab on grade construction with standing seam metal hip roof. The building has overall dimensions of approximately 80 FT by 49 FT and consists of a large main room and kitchen as well as restrooms, an office and several activity and storage rooms. The existing building is located at the corner of 28th and HWY 3 and the new building will be constructed directly adjacent to the current building at 28th and Avenue F. The current building is located in the 100-year floodplain (see FEMA map panel #48167C0235G effective 8/15/19). As the current building has experienced flooding in the past (see documentation of damage after Hurricane Harvey) and primarily serves a vulnerable population, a more resilient structure elevated 2 feet above the current base flood elevation will be constructed at 29.470769, -95.061882 in compliance with FFRMS. The facility will be the same size and approximate dimensions.

Site: Project Site Title	Site: Street Address
Dickinson Senior Center	2714 Highway 3, Dickinson, TX

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Maintenance will be performed by current building staff and paid for through the existing operating budget.

Total proposed number of linear feet:

Total number of proposed public facilities: 1

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	02-01-2028	05-01-2028	3
Submit As-Builts/COCC/FWCR	12-01-2027	02-01-2028	2
Construction	11-01-2026	11-01-2027	12

Project Phase	Start Date	End Date	Length (in months)
Construction NTP	10-01-2026	11-01-2026	1
Contract Award	09-01-2026	10-01-2026	1
Bid Advertisement	06-01-2026	09-01-2026	3
Acquisition	06-01-2026	06-01-2026	0
Environmental Review	02-01-2026	06-01-2026	4
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 325

Provide number of LMI Beneficiaries 300

Percentage of LMI Beneficiaries: 92.31%

Is that applicant a HUD Exception Grantee? Yes

Census Tract	Block Group List (Text)
7,208	Group 2 ; Group 5

Male: 200

Female: 125

Total: 325

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	100	86	186
Some Other Race	4	2	6
Other Multi-Racial	7	14	21
Native Hawaiian / Other Pacific Islander	4	2	6
Black African American/White	5	8	13
Black African American	7	12	19
Asian/White	2	4	6
Asian	0	0	0
American Indian/Alaskan Native/White	4	0	4
American Indian/Alaskan Native/Black African American	12	52	64

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	0	0	0

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: Elevating the structure will provide an identified low-moderate income populace a safe building to occupy.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: N/A

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? Yes

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed: A construction permit will be required to ensure compliance with the local building code.

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Construction	$1,993,568.22	$0.00	$1,993,568.22	90.8%
Engineering	$98,390.00	$0.00	$98,390.00	4.5%
Grant Administration	$103,309.50	$0.00	$103,309.50	4.7%
Environmental	$0.00	$0.00	$0.00	0%
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: The proposed mitigation efforts, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The proposed mitigation efforts, modification to the identified roadway segments to minimize the impacts of excessive coastal storm surge and runoff while negating the creation of urban heat islands is in concert with the Goal 1 and Objectives 1.2 and 1.5 of the current 2022 Galveston County Hazard Mitigation Plan: “Goal 1: Minimize loss of life, injury, damage to property, the economy, and natural systems from natural and human-caused hazard events; Objective 1.2: Protect existing/new critical facilities and community lifelines; Objective 1.5: 1.5: Minimize impacts from all hazards “ (p.270)

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: Hazard Mitigation Plan

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: The project is aligned with local and regional planning efforts.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project will protect people and property.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: Local and regional plans speak to a considerable flood risk in the area and the project will protect people and property from flooding.

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: The proposed project will protect the elderly community.

Describe how the proposed project creates economic opportunities for the local community: No economic opportunities will be created.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? No

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? No

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The mitigation plan includes a substantive section about flood risk and vulnerability and this project addresses that risk.

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: This project will make the senior center's occupants better able to withstand flood impacts.

Galveston Drainage District #1-Site 1

Project Info

Project Information

DRGR Activity: Flood and Drainage Facilities

Project Type: Flood and Drainage

Project Title: Galveston Drainage District #1-Site 1

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Improvements will be made at the intersection of the drainage canal and water supply canal to increase water flow and prevent flooding. The siphon diameter will be increased and lengthened, and the drainage ditch will be widened and improved. The top bank width will also be increased. All proposed improvements will effectively separate the drainage and water supply canals. Construction work will include site preparation, site improvements and final grading.

Site: Project Site Title	Site: Street Address
Galveston Drainage District Site 1 Improvements	Willow Bayou

Describe a plan for the long-term funding and management of the operations and maintenance of the project: The county will be responsible for maintenance and include the project in its O&M Budget.

Total proposed number of linear feet: 500

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	02-01-2028	05-01-2028	3
Submit As-Builts/COCC/FWCR	12-01-2027	02-01-2028	2
Construction	11-01-2026	11-01-2027	12
Construction NTP	10-01-2026	11-01-2026	1
Contract Award	09-01-2026	10-01-2026	1
Bid Advertisement	06-01-2026	09-01-2026	3
Acquisition	06-01-2026	06-01-2026	0
Environmental Review	02-01-2026	06-01-2026	4

Project Phase	Start Date	End Date	Length (in months)
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 7,245

Provide number of LMI Beneficiaries 2,245

Percentage of LMI Beneficiaries: 30.99%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,236	Group 1

Male: 3,245

Female: 4,000

Total: 7,245

Race	Hispanic Population	Non-Hispanic Population	Total Population
Some Other Race	0	0	0
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	0	0	0
Black African American	0	0	0
Asian/White	0	0	0
Asian	0	0	0
White	6,245	1,000	7,245
American Indian/Alaskan Native/White	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	0	0	0

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The project will reduce flood risk to people and property.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: GIS and census dat.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: NA

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Environmental	$0.00	$0.00	$0.00	0%
Planning	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%
Grant Administration	$76,852.79	$0.00	$76,852.79	4.8%
Engineering	$300,000.00	$0.00	$300,000.00	18.6%
Construction	$1,237,055.85	$0.00	$1,237,055.85	76.6%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding;Storms

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: The project will reduce risk to people and property

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The project will reduce risk to people and property

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The project will reduce risk to people and property

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: The project will reduce risk to people and property

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project will reduce risk to people and property

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The project will reduce risk to people and property

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: The project will reduce risk to people and property

Describe how the proposed project creates economic opportunities for the local community: The project does not

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? No

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? No

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The project will reduce risk to people and property

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: The project will reduce risk to people and property

Galveston Drainage District #1-Site 5

Project Info

Project Information

DRGR Activity: Flood and Drainage Facilities

Project Type: Flood and Drainage

Project Title: Galveston Drainage District #1-Site 5

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Drainage improvements north tower road. Improvements will be made at the intersection of the drainage canal and water supply canal to increase water flow and prevent flooding. The siphon diameter will be increased and lengthened, and the drainage ditch will be widened and improved. The top bank width will also be increased. All proposed improvements will effectively separate the drainage and water supply canals. Construction work will include site preparation, site improvements and final grading.

Site: Project Site Title	Site: Street Address
Galveston Drainage District Site 5 Improvements	North Tower Road

Describe a plan for the long-term funding and management of the operations and maintenance of the project: The drainage district will assume responsiblity and include in its O and M plan.

Total proposed number of linear feet: 500

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	02-01-2028	05-01-2028	3
Submit As-Builts/COCC/FWCR	12-01-2027	02-01-2028	2
Construction	11-01-2026	11-01-2027	12
Construction NTP	10-01-2026	11-01-2026	1
Contract Award	09-01-2026	10-01-2026	1
Bid Advertisement	06-01-2026	09-01-2026	3
Acquisition	06-01-2026	06-01-2026	0
Environmental Review	02-01-2026	06-01-2026	4

Project Phase	Start Date	End Date	Length (in months)
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 7,245

Provide number of LMI Beneficiaries 2,245

Percentage of LMI Beneficiaries: 30.99%

Is that applicant a HUD Exception Grantee? Yes

Census Tract	Block Group List (Text)
7,234	

Male: 3,622

Female: 3,623

Total: 7,245

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	2,745	4,500	7,245
Some Other Race	0	0	0
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	0	0	0
Black African American	0	0	0
Asian/White	0	0	0
Asian	0	0	0
American Indian/Alaskan Native/White	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	0	0	0

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The project will minimize flooding to homes and properties.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: NA

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Construction	$1,237,055.85	$0.00	$1,237,055.85	76.6%
Engineering	$300,000.00	$0.00	$300,000.00	18.6%
Grant Administration	$76,852.79	$0.00	$76,852.79	4.8%
Special Environmental	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Planning	$0.00	$0.00	$0.00	0%

Mitigation

Identify the specific risk the proposed project will mitigate against: Storms

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: The project will reduce flood risk.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: A main goal of the mitigation plan is to reduce flood risk

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: Hazard Mitigation Plan

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: The project addresses an identified flood risk.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project will reduce risk to people and property

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The project will reduce risk to people and property

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: The project will reduce risk to people and property

Describe how the proposed project creates economic opportunities for the local community: The project will reduce risk to people and property

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? No

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? No

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The project will reduce risk to people and property

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: The project will reduce risk to people and property

Rollover Pass Waterline Improvements

Project Info

Project Information

DRGR Activity: Flood and Drainage Facilities

Project Type: Flood and Drainage

Project Title: Rollover Pass Waterline Improvements

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): The Gilchrist community is situated on the Eastern end of Bolivar Peninsula on the Gulf Coast. This area is prone to extreme weather events such as hurricanes, tropical storms, flooding, tidal surges and wind damage. Gilchrist has been impacted by many natural disasters over the years. These massive storm events often result in the loss of power and disruption of services. During these events, it is imperative to maintain the ability to transmit water to residents and emergency services without the threat of waterline failures and breaks during these periods when the districts resources are focused on storm management. The existing 20” waterline that serves the Crystal Beach and Port Bolivar Communities crosses over Rollover Bridge in a semi-temporary manner. This has been the case since Hurricane Ike. The bridge has not been completely repaired since Hurricane Ike in 2008. If the remainder of the bridge is damaged, by a future storm event, the 20” water line will likely be damaged also, leaving these communities with only the water in the elevated storage tanks at that time.

The purpose of the project is to mitigate the potential damages and impacts of hurricanes, tropical storms, flooding, tidal surges, and wind damage. The project will replace the exposed line that crosses Rollover with new materials and the waterline will be buried at grade to protect it from the harsh environment and extreme weather that is common in this coastal area. Rollover Pass was recently filled in by the GLO. This project will construct a new 20” waterline inside a 30” steel casing under/through the newly filled Rollover Pass. This line will be constructed through the open cut method of construction and will provide a safe secure source of water to the Crystal Beach and Port Bolivar Communities that will not be damaged by a future storm event damaging the US Hwy 87 bridge.

Site: Project Site Title	Site: Street Address
Rollover Pass Waterline Improvements	Highway 87, Bolivar, TX 77650

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Long term maintenance and operations will be managed by the Bolivar Peninsula Special Utility District (BPSUD). As the line has a conservative useful life of 50 years and will be buried to protect it from the elements, O&M expenditures are not anticipated. With that said, should any atypical maintenance or operations issues arise, BPSUD

will assume all fiscal and administrative responsibility for ensuring O&M issues are promptly addressed.

Total proposed number of linear feet: 600

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	02-01-2028	05-01-2028	3
Submit As-Builts/COCC/FWCR	12-01-2027	02-01-2028	2
Contract Award	09-01-2026	10-01-2026	1
Bid Advertisement	06-01-2026	09-01-2026	3
Acquisition	06-01-2026	06-01-2026	0
Environmental Review	02-01-2026	06-01-2026	4
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2
Construction	11-01-2026	11-01-2027	12
Construction NTP	10-01-2026	11-01-2026	1

National Objective

National Objective

Provide Total Number of Beneficiaries: 17,000

Provide number of LMI Beneficiaries 12,000

Percentage of LMI Beneficiaries: 70.59%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,208	

Male: 8,700

Female: 8,300

Total: 17,000

Race	Hispanic Population	Non-Hispanic Population	Total Population
White	7,450	9,550	17,000
Some Other Race	0	0	0
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	0	0	0
Black African American	0	0	0
Asian/White	0	0	0
Asian	0	0	0
American Indian/Alaskan Native/White	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	0	0	0

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The project will harden a waterline pipe which serves approximately 17,000 people including the LMI population. This project will mitigate hurricanes, tropical storms, flooding, tidal surge and wind damage. The Gilchrist community is situated on the Eastern end of Bolivar Peninsula on the Gulf Coast. This area is prone to extreme weather events such as hurricanes, tropical storms, flooding, tidal surges and wind damage. Gilchrist has been impacted by many natural disasters over the years. These massive storm events often result in the loss of power and disruption of services. During these events, it is imperative to maintain the ability to transmit water to residents and emergency services without the threat of waterline failures and breaks during these periods when the districts resources are focused on storm management. The existing 20” waterline that serves the Crystal Beach and Port Bolivar Communities crosses over Rollover Bridge in a semi-temporary manner. This has been the case since Hurricane Ike. The bridge has not been completely repaired since Hurricane Ike in 2008. If the remainder of the bridge is damaged, by a future storm event, the 20” water line will likely be damaged also, leaving these communities with only the water in the elevated storage tanks at that time.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? Yes

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? Yes

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? No

Is any project site located in a known critical habitat for endangered species? Yes

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: The first phase of the project includes development of a comprehensive environmental assessment/review given the location and permitting/consultation with USACE, TxDOT, and Galveston County.

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? Yes

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed: 404 Pemiting from USACE will be required.

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? Yes

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted: An MOU has been drafted between the county and the district.

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Construction	$1,964,160.00	$0.00	$1,964,160.00	67.8%
Acquisition	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Planning	$130,000.00	$0.00	$130,000.00	4.5%
Special Environmental	$75,000.00	$0.00	$75,000.00	2.6%
Grant Administration	$173,532.80	$0.00	$173,532.80	6%
Engineering	$553,832.00	$0.00	$553,832.00	19.1%

Mitigation

Identify the specific risk the proposed project will mitigate against: Severe Coastal Flooding

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: The project will prevent loss of critical utilities to customers.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The project aligns with the county's mitigation plan as a primary goal is to prevent loss of life.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The project was identified through discussions with local community stakeholders.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: The project is aligned with the county mitigation plan.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project will ensure the community has a ready source of water.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The project will reduce the need for potable water supply

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: A portion of the service area includes LMI communities.

Describe how the proposed project creates economic opportunities for the local community: No economic opportunities will be created.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? No

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? No

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The mitigation plan is aimed at reducing loss of life.

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: The project will ensure a consistent water supply is available.

Pearson Culverts

Project Info

Project Information

DRGR Activity: Flood and Drainage Facilities

Project Type: Flood and Drainage

Project Title: Pearson Culverts

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): Pearson Road is located in the southwestern part of Galveston County in Santa Fe, Texas. The homes that line Pearson Road are susceptible to flooding due to excess stormwater collecting on and along the roadway during both routine and heavy rain events. The current drainage system is undersized and unable to adequately convey flow away from the 19 properties that line the road for approximately 1.2 miles. The nineteen culverts range in size from 30' to 40' in length; 34"-86" in diameter; and are constructed primarily of reinforced concrete pipe. The scope of work includes replacement of these culverts with larger culverts with the capacity to adequately convey both routine and excess flow. The intent is to place fifteen 4' x 6'reinforced box culverts, two 84"corrugated metal pipe culverts and as the drainage canal tapers down towards a natural outfall the flow will pass through an additional two 72" corrugated metal pipe culverts. The culverts would be placed in the ditch underneath the homeowners' driveways, which will offer an additional level of protection and act as an additional layer of reinforcement. In essence, the project would create a roadside ditch/collector system providing lateral drainage from properties with a top bank width of 25'-30'; 4'-8' deep.

Once all design and engineering activities are complete and construction permits received, the box culvert sections will be delivered and unloaded with a crane and stabilizers. A 20’ x 20’ staging area, would be sited alongside the road and construction materials would be shipped there to allow the work to be undertaken in segments. The existing culverts along with sufficient earthen material to house the new culverts will be excavated on site. Once complete, bedding will be placed. In general, the bedding material will be at least 6” thick and comprised of medium granular materials to provide uniform support the full length and width of each section. The final grade for the bedding will be established by using a laser (or level) and grade stakes placed at intervals in accordance with the design. Final grading will be accomplished by screeding the granular material. The screed board will be as long as the width of the outside span of the box (span + 2 x the wall thickness). The first section will then be placed, and remaining sections joined and sealed. A butyl blend material packaged in 1 to 2-square inches x 10-ft paper wrapped rolls is anticipated to be used as a joint sealant. The joint material will be placed on the bottom half of the groove of the box last placed with the balance of the sealant placed on the top half of the tongue of the box to be set. The material will be placed about 1-inch from the leading edge of the groove and tongue. The granular material 6-inches in front of the groove of the previously set box will then be removed to a depth of about 3-inches to prevent the material

from moving into the joint as the boxes are pulled together. The box sections will then be joined using chains and winches with the crane operator bringing the tongue end of the box to a position in front of the receiving groove. Lift inserts will then be filled with grout and made to be flush with the top of the box culvert section. Backfill will be placed uniformly on each side of the precast box sections as installation progresses, taking care not to disturb the alignment of the boxes. The corrugated metal pipes will be installed utilizing a trenching process.

Site: Project Site Title	Site: Street Address
Pearson Road Culverts	Pearson Road

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Galveston County will be responsible for maintaining the culverts and costs will be included in the annual roads and bridges operations and maintenance budget. The culverts will be inspected quarterly and after major storm events for signs of erosion, obstructed flow, or damage. Visual checks or mandrel and/camera (if needed) inspections will occur during the quarterly inspections and after major flow events. Inspections will be documented with photos and written observations to detail distresses or changes to the culvert over time. Sediment and debris build-up will be monitored; debris will be cleared, vegetation and roots will be trimmed, as needed, and additional jetting/cleaning of internal siltation will be undertaken, if necessary.

Total proposed number of linear feet: 3,800

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Engineering Design	08-01-2025	02-01-2026	6
Contract Closeout	02-01-2028	05-01-2028	3
Submit As-Builts/COCC/FWCR	12-01-2027	02-01-2028	2
Construction	11-01-2026	11-01-2027	12
Construction NTP	10-01-2026	11-01-2026	1
Contract Award	09-01-2026	10-01-2026	1
Bid Advertisement	06-01-2026	09-01-2026	3
Acquisition	06-01-2026	06-01-2026	0
Environmental Review	02-01-2026	06-01-2026	4
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 7,225

Provide number of LMI Beneficiaries 2,370

Percentage of LMI Beneficiaries: 32.8%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,235	Group 1 ; Group 2 ; Group 4 ; Group 10

Male: 3,800

Female: 3,425

Total: 7,225

Race	Hispanic Population	Non-Hispanic Population	Total Population
Some Other Race	1,150	1,130	2,280
Other Multi-Racial	145	243	388
Native Hawaiian / Other Pacific Islander	44	62	106
Black African American/White	154	185	339
White	1,534	830	2,364
Black African American	67	896	963
Asian/White	87	42	129
Asian	87	65	152
American Indian/Alaskan Native/White	98	75	173
American Indian/Alaskan Native/Black African American	234	72	306

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	0	25	25

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: Installing the culverts will solve a repetitive flood risk and minimize property damage to homes owned/rented by the LMI income populace.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? Yes

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? Yes

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)? Yes

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: N/A

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? Yes

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed: A USACE Nationwide Permit may be required, but this will be assessed once an environmental assessment is undertaken.

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Construction	$1,149,509.30	$0.00	$1,149,509.30	67.6%
Engineering	$469,240.00	$0.00	$469,240.00	27.6%
Grant Administration	$81,250.70	$0.00	$81,250.70	4.8%
Special Environmental	$0.00	$0.00	$0.00	0%
Environmental	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Planning	$0.00	$0.00	$0.00	0%

Mitigation

Identify the specific risk the proposed project will mitigate against: Storms

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: The project will protect against flood risk by increasing conveyance.

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: Local planning efforts are aimed at reducing flood risk.

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: Hazard Mitigation Plan.

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: The project is aligned with local and regional planning efforts.

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project will protect people and property.

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: Local and regional plans speak to a considerable flood risk in the area and the project will protect people and property from flooding.

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: The proposed project will protect the elderly community.

Describe how the proposed project creates economic opportunities for the local community: No economic opportunities will be created.

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? No

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? No

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The mitigation plan includes a substantive section about flood risk and vulnerability and this project addresses that risk.

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: This project will the homeowners less susceptible to flooding.

33rd and Avenue L Extension

Project Info

Project Information

DRGR Activity: Flood and Drainage Facilities

Project Type: Flood and Drainage

Project Title: 33rd and Avenue L Extension

Does this project include replacement or relocation of a facility (i.e., lift station, water treatment plant, etc.)? No

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf): The project is to extend a culvert 1,250 LF.

Site: Project Site Title	Site: Street Address
33 and Avenue L Extension	Intersection of Avenue L & 33rd Street to 7720 Avenue L, Santa Fe, TX, 77510

Describe a plan for the long-term funding and management of the operations and maintenance of the project: Long term maintenance will be provided by the county and included in its O&M plan and annual budget.

Total proposed number of linear feet: 1,250

Total number of proposed public facilities:

Project Phase	Start Date	End Date	Length (in months)
Contract Closeout	08-03-2027	11-03-2027	3
Submit As-Builts/COCC/FWCR	08-01-2027	10-01-2027	2
Construction	08-01-2026	08-01-2027	12
Construction NTP	07-01-2026	08-01-2026	1
Contract Award	06-01-2026	07-01-2026	1
Bid Advertisement	06-01-2026	06-01-2026	0
Acquisition	04-01-2026	04-01-2026	0
Environmental Review	02-01-2026	04-01-2026	2
Engineering Design	08-01-2025	02-01-2026	6
Start-Up Documentation	06-01-2025	08-01-2025	2

National Objective

National Objective

Provide Total Number of Beneficiaries: 895

Provide number of LMI Beneficiaries 300

Percentage of LMI Beneficiaries: 33.52%

Is that applicant a HUD Exception Grantee? No

Census Tract	Block Group List (Text)
7,235	Group 4

Male: 495

Female: 400

Total: 895

Race	Hispanic Population	Non-Hispanic Population	Total Population
Some Other Race	500	395	895
White	0	0	0
Other Multi-Racial	0	0	0
Native Hawaiian / Other Pacific Islander	0	0	0
Black African American/White	0	0	0
Black African American	0	0	0
Asian/White	0	0	0
Asian	0	0	0
American Indian/Alaskan Native/White	0	0	0
American Indian/Alaskan Native/Black African American	0	0	0

Race	Hispanic Population	Non-Hispanic Population	Total Population
American Indian/Alaskan Native	0	0	0

Which HUD national objective does the project meet? LMI

Describe activities that benefit low- and moderate-income people: The project will extend 1,250 LF of an existing culvert thereby minimizing risk to people and property.

Method(s) used to determine the beneficiaries: LMI Area Benefit

What method was used for Beneficiary Identification? Census (HUD LMISD)

Provide a brief description of the beneficiary identification method used to determine this national objective and upload supporting beneficiary maps, census data, and/or survey documents: The beneficiary population was determined through a geospatial analysis of the most recent census block data using the American Community Survey Summary File Retrieval Tool and ArcGIS.

U.S. Congressional District #: 14

Texas Representative District #: 23

Texas Senate District #: 11

Environmental

What is the current status of the project? Not yet begun

Will the assistance requested have any negative impact(s) or effect(s) on the environment? No

Is the proposed project likely to require an archaeological assessment? No

Is the proposed site(s) listed on the National Register of Historic Places? No

Is the project in a designated floodway or coastal high hazard area? No

Is the project in a designated special flood hazard area or a designated wetland? No

For projects in the 500 or 100-year floodplain: Does your project involve a critical action as defined in 24CFR55.2(b)(3)?

Is any project site located in a known critical habitat for endangered species? No

Is any project site a known hazardous site? No

Is any project site located on federal lands or at a federal installation? No

Is any project site subject to or participating in Fixing America's Surface Transportation Act (FAST-41) (P.L. 114-94)? No

What level of environmental review is likely needed for this project? Environmental Assessment

Provide any additional detail or information relevant to Environmental Review: NA

Provide a brief narrative regarding how CDBG-MIT funding is to be used. Demonstrate that HUD CDBG environmental requirements have been met to date:

Permits

Does the project require any federal, state, or other permits, approvals, or waivers to complete the proposed work? No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed:

Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted:

For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? (If not a sewer and/or water facilities project, please choose N/A): N/A

Budget Activity Lines

Program Budget Code	Planned/Requested Amount	Planned Other Funds Amount	Total	Percent of Total
Construction	$1,541,528.66	$0.00	$1,541,528.66	73.3%
Grant Administration	$100,188.43	$0.00	$100,188.43	4.8%
Engineering	$462,240.00	$0.00	$462,240.00	22%
Environmental	$0.00	$0.00	$0.00	0%
Acquisition	$0.00	$0.00	$0.00	0%
Planning	$0.00	$0.00	$0.00	0%
Special Environmental	$0.00	$0.00	$0.00	0%

Mitigation

Identify the specific risk the proposed project will mitigate against: Storms

Describe as to how the proposed project addresses/mitigates against the current and future risks identified: The project will reduce risk to people and property

Provide information about how the proposed mitigation efforts integrate into the community's emergency and resiliency plans: The project will reduce risk to people and property

In the space provided, list documentation provided to support the identification of the threat or hazard and how it relates to potential impact: The project will reduce risk to people and property

Provide a brief description of how the proposed project addresses an integrated approach to mitigation: The project will reduce risk to people and property

Considering the local evaluation of hazard risks, responsible floodplain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable community resilience: The project will reduce risk to people and property

Describe how the proposed project is consistent with local and regional planning efforts to effect disaster mitigation: The project will reduce risk to people and property

Was a cost-benefit analysis used in the selection of the proposed project? No

Describe how the proposed project impacts vulnerable populations in the local community.: The project will reduce risk to people and property

Describe how the proposed project creates economic opportunities for the local community: The project will reduce risk to people and property

Does this project disproportionately impact vulnerable populations in the local community? No

Does the proposed project align with investments from other state or local capital improvements and infrastructure development efforts? No

Does the proposed project employ adaptable and reliable technology to guard against premature obsolescence? No

Describe the applicant's overall mitigation plan and how the project addressed in this application furthers that plan: The project will reduce risk to people and property

Describe how the proposed project will contribute to the community's resiliency against future disasters as a result of these projects: The project will reduce risk to people and property

Bacliff-Avenue A Street Improvements - Bacliff - Avenue A Street Improvements

Project Site

Project Site

Project Site Title: Bacliff - Avenue A Street Improvements

Street Address: Avenue A, Bacliff, TX

Street Limits on Street: Avenue A

From Street: 18th Street

To Street: 19th Street

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.502333

Longitude: -94.995278

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 357

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-Avenue B Street Improvements - Bacliff - Avenue B Street Improvements

Project Site

Project Site

Project Site Title: Bacliff - Avenue B Street Improvements

Street Address: Avenue B betwen 20th St and 18th

Street Limits on Street: Avenue B

From Street: 20th Street

To Street: 18th Street

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.500611

Longitude: -94.994389

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 709

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-11th Street Improvements - Bacliff - 11th Street Improvements

Project Site

Project Site

Project Site Title: Bacliff - 11th Street Improvements

Street Address: 11th Street, Bacliff, TX

Street Limits on Street: 11th Street

From Street: Avenue B

To Street: Avenue D

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.503917

Longitude: -94.987444

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 874

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-13th Street Improvements - Bacliff - 13th Street Improvements

Project Site

Project Site

Project Site Title: Bacliff - 13th Street Improvements

Street Address: 13th Street, Bacliff, TX

Street Limits on Street: 13th Street

From Street: Avenue A

To Street: Avenue D

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.503333

Longitude: -94.989389

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 1,637

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-19th Street Improvements - Bacliff - 19th Street Improvements

Project Site

Project Site

Project Site Title: Bacliff -19th Street Improvements

Street Address: 19th Street, Bacliff, TX

Street Limits on Street: 19th Street

From Street: Jackson Avenue

To Street: Bacliff Drive

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.499778

Longitude: -94.993639

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 1,992

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-20th Street Improvements - Bacliff - 20th Street Improvements

Project Site

Project Site

Project Site Title: Bacliff -20th Street Improvements

Street Address: 20th Street, Bacliff, TX

Street Limits on Street: 20th Street

From Street: Avenue A

To Street: Avenue E

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.499111

Longitude: -94.994222

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 2,231

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-Avenue D Street Improvements - Bacliff -Avenue D Street Improvements

Project Site

Project Site

Project Site Title: Bacliff -Avenue D Street Improvements

Street Address: Avenue D, Bacliff, TX

Street Limits on Street: Avenue D

From Street: 20th Street

To Street: 19th Street

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.498667

Longitude: -94.99325

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 353

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-Baker Avenue Street Improvements - Bacliff - Baker Street Improvements

Project Site

Project Site

Project Site Title: Bacliff - Baker Street Improvements

Street Address: Bacliff, Baker Avenue

Street Limits on Street: Baker Avenue

From Street: State Highway 146

To Street: Miller Street Miller Road

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.503611

Longitude: -94.997167

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 541

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-Jackson Avenue Street Improvements - Bacliff - Jackson Street Improvements

Project Site

Project Site

Project Site Title: Bacliff - Jackson Street Improvements

Street Address: Bacliff, Jackson Ave

Street Limits on Street: Jackson Ave

From Street: State Highway 146

To Street: Miller Street Miller Road

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.502667

Longitude: -94.996389

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 635

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-Smith Street Improvements - Bacliff - Smith Street Improvements

Project Site

Project Site

Project Site Title: Bacliff - Smith Street Improvements

Street Address: Bacliff, Smith St

Street Limits on Street: Smith St

From Street: Baker Ave

To Street: Jackson Ave

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.503139

Longitude: -94.996639

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 505

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-Avenue E Street Improvements - Bacliff-Avenue E Street Improvements

Project Site

Project Site

Project Site Title: Bacliff-Avenue E Street Improvements

Street Address: Avenue E, Bacliff, TX

Street Limits on Street: Avenue E

From Street: 20th Street

To Street: 19th Street

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.49725

Longitude: -94.992028

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 353

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-Gordy Street Improvements - Bacliff-Gordy Steet Improvements

Project Site

Project Site

Project Site Title: Bacliff-Gordy Steet Improvements

Street Address: Gordy Street, Bacliff, Texas

Street Limits on Street: Gordy Street

From Street: State Highway 146

To Street: Bayshore Drive

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.513111

Longitude: -94.9948056

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 5,208

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Freddisville-Swan Street Improvements - Freddiesville-Swan Street Improvements

Project Site

Project Site

Project Site Title: Freddiesville-Swan Street Improvements

Street Address: Freddiesville, Swan Street

Street Limits on Street: Swan Street

From Street: E. Midaugh Drive

To Street: N/A

Zip Code: 77563

City: Freddiesville

County: Galveston

State: Texas

Latitude: 29.337722

Longitude: -94.963361

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 3,346

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

San Leon-18th Street Improvements - San Leon-18th Street Improvements

Project Site

Project Site

Project Site Title: San Leon-18th Street Improvements

Street Address: 18th St, San Leon, TX

Street Limits on Street: 18th St

From Street: Avenue A

To Street: N/A

Zip Code: 77539

City: San Leon

County: Galveston

State: Texas

Latitude: 29.490806

Longitude: -94.930167

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 2,896

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

San Leon-19th Street Improvements - San Leon-19th Street Improvements

Project Site

Project Site

Project Site Title: San Leon-19th Street Improvements

Street Address: San Leon, 19th St

Street Limits on Street: 19th Street

From Street: Avenue K

To Street: Avenue J

Zip Code: 77539

City: San Leon

County: Galveston

State: Texas

Latitude: 29.482833

Longitude: -94.933472

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 765

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

San Leon-20th Street Improvements - San Leon-20th Street Improvements

Project Site

Project Site

Project Site Title: San Leon-20th Street Improvements

Street Address: San Leon, 20th Street

Street Limits on Street: 20th Street

From Street: FM 517 Rd E

To Street: End of Street

Zip Code: 77539

City: San Leon

County: Galveston

State: Texas

Latitude: 29.486278

Longitude: -94.933528

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 617

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

San Leon-9th Street Improvements - San Leon-9th Street Improvements

Project Site

Project Site

Project Site Title: San Leon-9th Street Improvements

Street Address: San Leon, 9th St

Street Limits on Street: 9th St

From Street: FM Rd 517 Ave

To Street: Avenue O

Zip Code: 77539

City: San Leon

County: Galveston

State: Texas

Latitude: 29.477944

Longitude: -94.924306

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 3,795

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

San Leon-Avenue J Street Improvements - San Leon-Avenue J Improvements

Project Site

Project Site

Project Site Title: San Leon-Avenue J Improvements

Street Address: San Leon, Avenue J

Street Limits on Street: Avenue J

From Street: 20th Street

To Street: 19th Street

Zip Code: 77539

City: San Leon

County: Galveston

State: Texas

Latitude: 29.483833

Longitude: -94.93325

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 378

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

San Leon-Avenue K Street Improvements - San Leon-Avenue K

Project Site

Project Site

Project Site Title: San Leon-Avenue K

Street Address: San Leon, Avenue K

Street Limits on Street: Avenue K

From Street: 20th Street

To Street: 19th Street

Zip Code: 77539

City: San Leon

County: Galveston

State: Texas

Latitude: 29.482056

Longitude: -29.482056

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 432

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Rollover Pass Waterline Improvements - Rollover Pass Waterline Improvements

Project Site

Project Site

Project Site Title: Rollover Pass Waterline Improvements

Street Address: Highway 87, Bolivar, TX 77650

Street Limits on Street: Northeast of HWY 87

From Street: 29.508822, -94.499586

To Street: 29.508262, -94.501353

Zip Code: 77650

City: Bolivar Peninsula

County: Galveston

State: Texas

Latitude: 29.508528

Longitude: -94.500389

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 600

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff -Miller Street Improvements - Bacliff - Miller Street Improvements

Project Site

Project Site

Project Site Title: Bacliff -Miller Street Improvements

Street Address: Intersection of Miller Street and Jackson Avenue to the intersection of Miller Street and Baker Avenue Bacliff, TX, 77518

Street Limits on Street: Miller Street

From Street: Miller Street and Jackson Avenue

To Street: Miller Street and Backer Avenue

Zip Code: 77518

City: Bacliff

County: Galveston

State: Texas

Latitude: 29.503611

Longitude: -94.996083

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 502

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Freddisville-Bayou Drive Street Improvements - Freddiesville-Bayou Drive Street Improvements

Project Site

Project Site

Project Site Title: Freddiesville-Bayou Drive Street Improvements

Street Address: Eastern end of Bayou Dr to intersection of Bayou Drive and Crane Street, Hitchcock, TX, 77563

Street Limits on Street: Bayou Drive

From Street: East Bayou Drive

To Street: Crane Street

Zip Code: 77563

City: Hitchcock

County: Gal

State: Texas

Latitude: 29.339528

Longitude: -94.965667

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 1,674

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Freddisville-WarrenWay Street Improvements - Freddiesville-Warren Way Street Improvements

Project Site

Project Site

Project Site Title: Freddiesville-Warren Way Street Improvements

Street Address: Warren Way, Freddiesville

Street Limits on Street: Warren Way

From Street: Warren Way

To Street: Warren Way

Zip Code: 77563

City: Hitchcock

County: Gal

State: Texas

Latitude: 29.339528

Longitude: -94.965667

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 719

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Hitchcock-Delesandri Drive Street Improvements - Hitchcock_Delesandri Drive Street Improvements

Project Site

Project Site

Project Site Title: Hitchcock_Delesandri Drive Street Improvements

Street Address: Intersection of Delesandri Dr and State Hwy 6 to nothern end of Delesandri Dr, Hitchcock, TX, 77563

Street Limits on Street: Delesandri Drive

From Street: Delesandri Drive

To Street: State Hwy 6

Zip Code: 77563

City: Hitchcock

County: Galveston

State: Texas

Latitude: 29.333806

Longitude: -94.948

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 1,488

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Hitchcock-Terrasso Drive Street Improvements - Hitchcock-Terrasso Drive Street Improvements

Project Site

Project Site

Project Site Title: Hitchcock-Terrasso Drive Street Improvements

Street Address: Intersection of Delesandri Dr and State Hwy 6 to nothern end of Delesandri Dr, Hitchcock, TX, 77563

Street Limits on Street: Terrasso Drive

From Street: Terrasso Drive

To Street: Delesandri Drive

Zip Code: 77563

City: Hitchcock

County: Galveston

State: Texas

Latitude: 29.333306

Longitude: -94.9477139

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 1,128

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Pearson Culverts - Pearson Road Culverts

Project Site

Project Site

Project Site Title: Pearson Road Culverts

Street Address: Pearson Road

Street Limits on Street: Pearson Road

From Street: 6299-6123 Pearson Road

To Street: 5122-5210 Pearson Road

Zip Code: 77539

City: Santa Fe

County: Galveston

State: Texas

Latitude: 29.3605

Longitude: -95.134944

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 3,800

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Bacliff-Gordy Street Improvements - Bacliff-Gordy Street Improvements

Project Site

Project Site

Project Site Title: Bacliff- Gordy Street Improvements

Street Address: Bacliff-Gordy Street

Street Limits on Street: Gordy Street

From Street: HWY 146 and Gordy Street

To Street: Bayshore Drive

Zip Code: 77539

City: San Leon

County: Galveston

State: Texas

Latitude: 29.513111

Longitude: -94.994806

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 5,280

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Dickinson Senior Center Elevation Project - Dickinson Senior Center

Project Site

Project Site

Project Site Title: Dickinson Senior Center

Street Address: 2714 Highway 3, Dickinson, TX

Street Limits on Street: HWY 3

From Street: 27th

To Street: 28th

Zip Code: 77539

City: Dickinson

County: Galveston

State: Texas

Latitude: 29.47111

Longitude: -95.06142

Performance Measures: Public Facilities

Provide the proposed number of linear feet:

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

33rd and Avenue L Extension - 33 and Avenue L Extension

Project Site

Project Site

Project Site Title: 33 and Avenue L Extension

Street Address: Intersection of Avenue L & 33rd Street to 7720 Avenue L, Santa Fe, TX, 77510

Street Limits on Street: Avenue L

From Street: 33rd Street

To Street: 7720 Avenue L

Zip Code: 77650

City: Santa Fe

County: Galveston

State: Texas

Latitude: 29.508528

Longitude: -94.500389

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 1,250

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Galveston Drainage District #1-Site 1 - Galveston Drainage District Site 1 Improvements

Project Site

Project Site

Project Site Title: Galveston Drainage District Site 1 Improvements

Street Address: Willow Bayou

Street Limits on Street: Willow Bayou

From Street: Willow Bayou

To Street: Willow Bayou

Zip Code: 77650

City: Willow Bayou

County: Galveston

State: Texas

Latitude: 29.295125

Longitude: -95.098431

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 500

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

Galveston Drainage District #1-Site 5 - Galveston Drainage District Site 5 Improvements

Project Site

Project Site

Project Site Title: Galveston Drainage District Site 5 Improvements

Street Address: North Tower Road

Street Limits on Street: North Tower Road

From Street: North Tower Road

To Street: North Tower Road

Zip Code: 77650

City: Willow Bayou

County: Galveston

State: Texas

Latitude: 29.408275

Longitude: 93.136275

Performance Measures: Linear Feet

Provide the proposed number of linear feet: 500

Acquisition/Uniform Relocation Assistance

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities? No

Has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Describe the type and purpose of all acquisitions (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include the date of acquisition, detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. 4601 et seq., and environmental review processes:

What is the planned number of parcels to be acquired?

What is the associated cost amount for this acquisition?

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*35.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 10/17/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact:** Diana Huallpa
6) **Description:** FY26 Initial Financial Assistance Award

7) **PEID No:** 716084
8) **Req No:**
9) **Orgkey:** 1101440100
10) **Object Code:** 5481000
11) **Vendor:** St. Vincent's House
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General Funds**
14) **Fund #: 1101**
15) **Current Year Budgeted: 160,000**
16) **Current Year Projected: 30,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2024
23) **Auto Renewal Contract:** No
24) **Bid No: 24-009**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: CM24246**

NOTES: FY26 Initial Financial Assistance Award - Bonfire 217731 (SC-0000696)

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	10/22/25 8:25 am
2	Melissa Fleming	Approve	10/22/25 1:14 pm
3	Francisco Rodriguez	Approve	10/24/25 10:41 am
4	Diana Huallpa	Approve	10/27/25 3:41 pm
5	Sergio Cruz	Escalated	10/29/25 4:18 pm
6	Christie Motogbe	Approve	10/30/25 11:39 am
7	Veronica Van Horn	Approve	10/31/25 3:17 pm

Second Amendment to Financial Assistance Program Contract RFP #24-009 for St. Vincent's House

1. This Amendment is entered between Galveston County and St. Vincent's House.

2. The parties entered into a Contract for the Financial Assistance Program effective beginning October 1, 2024. A copy of this agreement may be found in the Commissioners' Court Agenda of October 28, 2024, Item No. 52.

3. This amendment reflects an additional $30,000.00 to be added to the amount of $30,000.00 specified in the original contract, $50,000.00 for the 1st Amendment for a total of $110,000.00. If the entire amount is properly disbursed, St. Vincent's House will receive an additional $2,727.27, as an administrative fee, in addition to the $2,727.27 in the original contract, $4,545.50 for the 1st Amendment, for a total of $10,000.04 in administrative fees.

	Contract Amount	Services	Administration Fee
Original Contract 10/2024 to 9/30/2025	**$30,000.00**	**$27,272.73**	**$2,727.27**
1st Amendment – March 31, 2025	**$50,000.00**	**$45,454.50**	**$4,545.50**
2nd Amendment – November 10, 2025	**$30,000.00**	**$27,272.73**	**$2,727.27**
	$110,000.00	**$99,999.96**	**$10,000.04**

4. All other conditions of the original contract are to remain the same.

St. Vincent's House

_____
Paula Tobon-Stevens
Executive Director

Date of Signature: _____

Galveston County

_____
Mark A. Henry
County Judge

Date of Signature: _____

Attest:

_____
Dwight D. Sullivan, County Clerk

1669

HOPE
St. Vincent's House
70 years of service

- *Integrated Care Management*
- *Comprehensive Case Management*
- *Medical, Mental Health, & Dental Services*
- *Homeless Prevention Program*
- *Expanded Food Pantry*
- *Community Outreach*

October 15, 2025

Board of Directors

The Rt. Rev. Hector Monterroso
Chairman of the Board
Bishop Assistant
Episcopal Diocese of Texas

Linda Lucas Rutherford
President

Deacon Doug Matthews
Vice President

John Speich
Treasurer

Vivian Hernandez, Ed.D
Secretary

The Rev. Jimmy Abbott
Libbie Ansell
Dotsy Balentine
Jim Byrom
Elaine Culver
Pastor David Gomez
Ann O'Connell
Doug Polzin
Pastor Kerry Tillmon

Paula C. Tobon
Executive Director

Dear Tashonda Edwards
Indigent Coordinator/Social Worker, Community Services
County of Galveston
2516 Texas Ave Ste, 167
Texas City, TX 77590

Re: Galveston County Financial Assistance – Emergency Funds

Dear Tashonda,

We respectfully request $30,000 in funding from the County of Galveston to assist the residents of Galveston County that are greatly affected by the economic pandemic. Attached is the detailed invoice.

Many of the clients that use St. Vincent's House (SVH) services suffer from relatively common ailments in advanced stages due to a lack of access to basic needs. Mental health issues, food insecurity, a lack of secure lodging, and a variety of social determinants compound health issues. Most of our clients have a higher probability of falling through the cracks in the current social, health, and community infrastructure deficiencies in the SVH area of Galveston.

We know the need is great here in Galveston County as our families continue to struggle and St. Vincent's House stands prepared to help.

We would appreciate any additional financial support you could give the residents of Galveston County.

Faithfully,

Thank you!

Paula C. Tobon
Executive Director
ptobon@stvhope.org

Learn more and make a donation by scanning the following QR code

2817 Alfreda Houston Place
Galveston, TX 77550
409.763.8521
www.stvhope.org

United Way
United Way of Galveston

St. Vincent's House is a qualified 501 (c)(3) tax exempt organization and donations are tax-deductible to the full extent of the law.

1670

Invoice

ST. VINCENT'S HOUSE
2817 Post Office St
Galveston, TX 77550 US
4097659311
www.stvhope.org

BILL TO	SHIP TO
Galveston County Treasurer 722 Moody Ave, 4th Floor Galveston, TX 77550	Galveston County Treasurer 722 Moody Ave, 4th Floor Galveston, TX 77550

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
671	10/14/2025	$30,000.00	11/13/2025	Net 30	

DESCRIPTION	QTY	RATE	AMOUNT
Services 5270 Direct Aid Financial Assistance Services	1	27,272.73	27,272.73
Services 5270 Direct Aid Financial Assistance; 10% Admin Fee	1	2,727.27	2,727.27
	BALANCE DUE		**$30,000.00**

Pay invoice

Budget vs Actual by Cost Center

Organization: Cost Center: 440100 Contract Services
Company: The County of Galveston
Ledger: Actuals
Plan Structure: Annual Budget Detail
Period: FY2026 - YE September - Oct
Expense Accounts / Summary: 5481000:Miscellaneous Contract Services
Translation Currency: USD
Account Translation Rule Set: Galveston Account Translation Rule Set

Cost Center	Budget YTD	Actuals YTD	YTD Variance	Budget Used %
440100 Contract Services	1,090,000	40,000	1,050,000	3.7%

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 10/16/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name:** Professional Services
5) **Department Contact:** Diana Huallpa
6) **Description:** FY26 1st Initial Fund Request Financial Assistance Award

7) **PEID No:** 716081
8) **Req No:**
9) **Orgkey:** 1101440100
10) **Object Code:** 5481000
11) **Vendor:** M.I. Lewis
12) **Vendor Contract No:** CM24319

Expenditure Budget/Revenue Projections

13) **Fund Name:** General Fund
14) **Fund #:** 1101
15) **Current Year Budgeted:** 160,000
16) **Current Year Projected:** 40,000
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2024
23) **Auto Renewal Contract:** No
24) **Bid No: 24-009**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: CM24246**

NOTES: FY26 1st Initial Fund Request Financial Assistance Award - Bonfire 217731 - (SC-0000697)

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	10/22/25 8:27 am
2	Melissa Fleming	Approve	10/22/25 1:16 pm
3	Francisco Rodriguez	Approve	10/24/25 10:43 am
4	Diana Huallpa	Approve	10/27/25 3:41 pm
5	Sergio Cruz	Escalated	10/29/25 4:18 pm
6	Christie Motogbe	Approve	10/30/25 11:45 am
7	Veronica Van Horn	Approve	10/31/25 3:30 pm

Second Amendment to Financial Assistance Program Contract RFP #24-009 for M.I. Lewis

1. This Amendment is entered between Galveston County and M.I. Lewis.

2. The parties entered into a Contract for the Financial Assistance Program effective beginning October 1, 2024. A copy of this agreement may be found in the Commissioners' Court Agenda of November 25, 2024, Item No. 43.

3. This amendment reflects an additional $40,000.00 to be added to the amount of $30,000.00 specified in the original contract, and $40,000.00 for the 1st Amendment for a total of $110,000.00. If the entire amount is properly disbursed, M.I. Lewis will receive an additional $3,636.36, as an administrative fee, in addition to the $2,727.27 in the original contract and $3,636.36 for the 1st Amendment, for a total of $9,999.99 in administrative fees.

	Contract Amount	Services	Administration Fee
Original Contract 10/2024 to 9/30/2025	**$30,000.00**	**$27,272.73**	**$2,727.27**
1st Amendment – June 9, 2025	**$40,000.00**	**$36,363.64**	**$3,636.36**
2nd Amendment – November 10, 2025	**$40,000.00**	**$36,363.64**	**$3,636.36**
	$110,000.00	**$100,000.01**	**$9,999.99**

4. All other conditions of the original contract are to remain the same.

M.I. Lewis

_____
Angelica Maria Hanley
Executive Director

Date of Signature: _____

Galveston County

_____
Mark A. Henry
County Judge

Date of Signature: _____

Attest:

_____
Dwight D. Sullivan, County Clerk

October 16, 2025

TaShonda Edwards
2516 Texas Ave, Ste 167
Texas City, TX 77590

Dear Ms. Edwards,

I hope this message finds you well. On behalf of the M.I. Lewis Social Service Center, I am writing to formally request a second round of funding for the FY26 Emergency Financial Assistance contract period.

We are seeking $40,000 to continue providing urgent support to Galveston County residents in crisis. Of this amount, $36,363.64 will be used directly for client assistance, with 10% ($3,636.36) allocated toward administrative costs associated with delivering services.

We are grateful for the initial $30,000 allocation, which has already been fully expended in assisting dozens of households with emergency rent and utility payments. The impact of that funding has been tremendous, but the need continues to grow. M.I. Lewis is experiencing a record number of requests for assistance, many from families who have never needed help before. Rising costs of living, gaps in other support systems have left many on the brink.

This additional funding will allow us to maintain continuity of services and respond quickly to those in urgent need. We remain deeply committed to ensuring that vulnerable individuals and families in our community do not fall through the cracks.

Thank you for your continued support and consideration of this important request.
We are proud to partner with you in serving our neighbors with compassion and dignity.

Warm regards,

Angelica Hanley

Angelica Maria Hanley
Executive Director
M.I. Lewis Social Service Center
angelica@milewisctr.org | (409) 370-1002

INVOICE

ISSUED TO:
Community Services Division
2516 Texas Ave, Ste 167
Texas City, TX 77590

PAY TO:
M.I. Lewis Social Service Center
P.O. Box 1542
Dickinson, TX 77539

INVOICE NO: **110**
DATE: 10.9.2025

DESCRIPTION	TOTAL
Galveston County Financial Assistance Program FY 2026	$36,363.64
Administration Fee	$3,636.367
TOTAL	**$40,000**

Budget vs Actual by Cost Center

Organization: Cost Center: 440100 Contract Services
Company: The County of Galveston
Ledger: Actuals
Plan Structure: Annual Budget Detail
Period: FY2026 - YE September - Oct
Expense Accounts / Summary: 5481000:Miscellaneous Contract Services
Translation Currency: USD
Account Translation Rule Set: Galveston Account Translation Rule Set

Cost Center	Budget YTD	Actuals YTD	YTD Variance	Budget Used %
440100 Contract Services	1,090,000	40,000	1,050,000	3.7%

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Grant Award/Agreement

1) **Court Date:** 11/10/2025
2) **Department:** County Engineering
3) **Grant Agency: Texas Commission on Environmental Quality / U.S. Treasury**
4) **Funding Source: RESTORE**
5) **Grant Start Date:** 3/9/2020
6) **Grant End Date:** 10/31/2026
7) **Program Year: FY 2020 / FY 2027**
8) **Program End Date:** 10/31/2027
9) **Renewal Grant: AMENDMENT**
10) **Contract #: CM20193**
11) **Description: RESTORE grant for assessment and repairs at the Texas City Levee**

12) **Grant Organization Keys: 2906-2963115**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $7,975,501.00**
15) **County Funded $1,396,979.00**
16) **Total Project Amount: $9,372,480.00**
17) **Assigned Department Contact: Michael Shannon - County Engineering**

County Funding Sources

18) **Match Fund:**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	10/30/25 3:16 pm
2	Michael Shannon	Approve	10/30/25 3:22 pm
Notes:	Approved per Michael Shannon - DGM		
3	Diana Huallpa	Approve	10/30/25 3:25 pm
4	Sergio Cruz	Approve	10/30/25 3:28 pm

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

October 31, 2025

Ms. Kelly Keel
Executive Director
Texas Commission on Environmental Quality
P.O. Box 13087
MC-109
Austin, Texas 78711-3087
Via: Email: kelly.keel@tceq.texas.gov

Re: RESTORE Grant Contact No. 582-20-11883

Dear Ms. Keel,

Galveston County Commissioners Court met on March 9, 2020, to review and execute the above-referenced RESTORE grant award contract regarding the Teas City Hurricane Protection Levee Repairs Project.

The initial 2020 grant award of $6,528,960 to assess and make repairs to the Texas City Levee was based on estimates from 2012, and those funds have resulted in successful completion of important work at the levee. However, current estimates for the final phase of the project to repair the Moses Lake Tide Gate exceed the original grant amount resulting in a $2.9 million deficient to complete the project.

Recent communications with TCEQ Grant Coordinators resulted in the commitment of $2,872,480 in additional grant funds with a mandatory match amount of $1,396,979 from the Galveston County General Fund, should other funding not be available from other grant sources. The match commitment will be reviewed and ratified by Commissioners Court at their November 10th regular meeting.

Please contact Michael Shannon, Galveston County Engineer, if you have any questions about this correspondence or the match commitment at 409-770-5354 or michael.shannon@galvestoncountytx.gov.

Sincerely,

Mark Henry

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-191-1110-A
Auditor- Request transfer from Various Cost Centers - Various Spend Categories to Various Cost Centers - Various Spend Categories to fund SBITAS reclassifications

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 2:02 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 11/10/2025 : BAT-0000368

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000368
Amendment Date 11/10/2025
Description FY25 SBITA Recon Reclass BA-For 11.10.25 CC
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5419000:Other Professional Services	114031 Election Services	2103 Election Services Contract Fund		Subscription Based IT Arrangement			$7,101.00	$0.00	Electask SBITA	
FY2025 Annual (FY25 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Repair and Maintenance - Equipment			$0.00	$61,989.00	Fidlar SBITA	
FY2025 Annual (FY25 Amended Budget)	5419000:Other Professional Services	151400 Professional Services	1101 General Fund		Subscription Based IT Arrangement			$87,141.00	$0.00	Clear Gov+Open Gov SBITAs	
FY2025 Annual (FY25 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114031 Election Services	2103 Election Services Contract Fund		Repair and Maintenance - Equipment			$0.00	$7,101.00	Electask SBITA	
FY2025 Annual (FY25 Amended Budget)	5419000:Other Professional Services	312110 Road Department	2301 Road and Bridge Fund		Subscription Based IT Arrangement			$20,000.00	$0.00	IworQ SBITA	
FY2025 Annual (FY25 Amended Budget)	5414000:Accounting and Auditing Services	151400 Professional Services	1101 General Fund		Cloud Subscription Services			$0.00	$87,141.00	Clear Gov+Open Gov SBITAs	
FY2025 Annual (FY25 Amended Budget)	5419000:Other Professional Services	312110 Road Department	2301 Road and Bridge Fund		Software Licensing and Maintenance			$0.00	$20,000.00	IworQ SBITA	
FY2025 Annual (FY25 Amended Budget)	5419000:Other Professional Services	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Subscription Based IT Arrangement			$61,989.00	$0.00	Fidlar SBITA	

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 11/10/2025 : BAT-0000368

SBITA Recon FY25 Budget Amendment.pdf

File Name SBITA Recon FY25 Budget Amendment.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 10/20/2025 12:00:42 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/20/2025 12:00:43 PM	10/21/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/22/2025 04:49:56 PM	10/22/2025	Dwight Sullivan (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:39:02 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/21/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:26:35 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:53:16 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts				Debit (+)	Credit (-)
	FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY		
SBITA Reclass recon						
	2301	312110	5419000	Subscription-Based IT Arrangement	20,000.00	
	1101	151400	5419000	Subscription-Based IT Arrangement	87,141.00	
	2103	114031	5419000	Subscription-Based IT Arrangement	7,101.00	
	2102	114020	5419000	Subscription-Based IT Arrangement	61,989.00	
	2301	312110	5419000	Software Licensing & Maintenance		20,000.00
	1101	151400	5414000	Cloud Subscription Services		87,141.00
	2103	114031	5423000	Repair & Maintenance-Equipment		7,101.00
	2102	114020	5423000	Repair & Maintenance-Equipment		61,989.00
To reclass budgets related to SBITAS, to correct spend category for FY25 SBITA recon						
					$ 176,231.00	$ 176,231.00

Prepared/Posted by: Austin Schumann **Accounting Date:** 1/1/2025

Approved in Workday by: Kenna Pruitt

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts: FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY	Debit (+)	Credit (-)	
SBITA Reclass recon							
	2301	312110	5419000	Subscription-Based IT Arrangement	20,000.00		**IworQ**
	1101	151400	5419000	Subscription-Based IT Arrangement	87,141.00		**Clear Gov + OpenGov**
	2103	114031	5419000	Subscription-Based IT Arrangement	7,101.00		**Electask**
	2102	114020	5419000	Subscription-Based IT Arrangement	61,989.00		**Fidlar**
	2301	312110	5419000	Software Licensing & Maintenance		20,000.00	**IworQ**
	1101	151400	5414000	Cloud Subscription Services		87,141.00	**Clear Gov + OpenGov**
	2103	114031	5423000	Repair & Maintenance-Equipment		7,101.00	**Electask**
	2102	114020	5423000	Repair & Maintenance-Equipment		61,989.00	**Fidlar**
To reclass budgets related to SBITAS, to correct spend category for FY25 SBITA recon							
					$ 176,231.00	$ 176,231.00	

Prepared/Posted by: Austin Schumann **Accounting Date:** 1/1/2025

Approved in Workday by: Christie Motogbe

P.O. Box 3784
Logan, UT 84323
USA

Phone: (435) 755-5126
Fax: (435) 379-3243

INVOICE

Invoice Number: 204970

Invoice Date: 09/13/2024
Account Number: 2798

Bill To:

GALVESTON COUNTY, TX
Attn: Taylor Lee
722 Moody Ave
Galveston, TX 77550

Description:
Period: October 2024 - September 2025

Customer ID	Customer PO	Payment Terms	
GALVESTON COUNTY, TX		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Courier		10/13/2024

Quantity	Item	Unit Price	Amount
1	Public Works Package (Basic) - Work Management, Sign Management, Pavement Management	$16,000.00	$16,000.00
1	Asset Management - (County Road Based Package)	$4,000.00	$4,000.00
	iWorQ Systems Internet Software Management and Support October 2024 - September 2025		

Check/Credit Memo No:

Total Invoice Amount	$20,000.00
Outstanding Balance	$0.00
Total Payments Applied	$0.00
Credit Applied	$0.00
TOTAL	**$20,000.00**

Payment for invoice may be paid online via credit card at http://payments.iworq.net

Please contact Billing@iworq.com to update BILL TO information. Thank you.

Galveston - Budget vs Actual - Company

Company: The County of Galveston
Period: FY2025 - Aug
Time Period: Current Period YTD

Budget for IworQ SBITA fund-cost center

Plan Structure: Annual Budget Detail
Plan Name: FY25 Amended Budget
Worktags: Cost Center: 312110 Road Department
Fund: 2301 Road and Bridge Fund
Spend Category: Software Licensing and Maintenance
Spend Category: Subscription Based IT Arrangement
Book: Modified Accrual

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
Ledger Accounts	43,450.00	43,450.00	43,107.38	0.00	0.00	43,107.38	342.62	99.2%
5419000:Other Professional Services	43,450.00	43,450.00	43,107.38	0.00	0.00	43,107.38	342.62	99.2%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Expenditures	43,450.00	43,450.00	43,107.38	0.00	0.00	43,107.38	342.62	99.2%
Net Total (Revenue - Expense)	(43,450.00)	(43,450.00)	(43,107.38)	0.00	0.00	43,107.38	342.62	99.2%

Galveston County, Texas
Transaction Listing
Oct 1, 2024 to Jul 31, 2025

Org Key	Org Key Description	JL Organization Key	JL Organization Key Long Description	Object Code	Object Code Description	Primary Reference	Description	Posting Date	Secondary Reference	Set ID	Subsystem	Prepared By	Misc Code	Check ID	Check Number	PEID	Job Number	Debit	Credit	Net
2301312110	Administration	N/A..N/A		5419301	Software Licensing and Maint	F501226	IWORQ SYSTEMS I ANNUAL RENEWAL	10/09/2024	204970	OH569224	OH	PHILLN		A2	00476050	722673	6529183	$20,000.00	$0.00	20,000.00
2301312110	Administration	N/A..N/A		5419301	Software Licensing and Maint	F501226	IWORQ SYSTEMS I ANNUAL RENEWAL	10/09/2024	204971	OH569223	OH	PHILLN		A2	00476050	722673	6529183	$2,250.00	$0.00	2,250.00
2301312110	Administration	N/A..N/A		5419301	Software Licensing and Maint	F501226	IWORQ SYSTEMS I NEW CAPITAL AS	10/09/2024	205223	OH571451	OH	PHILLN		A2	00476050	722673	6529183	$5,000.00	$0.00	5,000.00
2301312110	Administration	N/A..N/A		5419301	Software Licensing and Maint	F501241	DYNAMIC INFRAST ANNUAL SUBSCRI	10/16/2024	DI2024116	OH571919	OH	PHILLN		A2	00476227	723366	6534494	$15,000.00	$0.00	15,000.00



FROM

ClearGov Inc.
2 Mill and Main Pl, Suite 630
Maynard, MA 01754
855-553-2715
ar@cleargov.com

BILL TO

Galveston, TX - County
Sergio Cruz
722 Moody, 4th Floor
Galveston, TX 77550
United States

INVOICE NUMBER	2024-15639
DATE	10/01/2024
TERMS	Net 30
DUE DATE	10/31/2024
AMOUNT DUE (USD)	**$ 20,960.00**

ITEM / DESCRIPTION	QUANTITY	RATE	AMOUNT
Includes ClearGov Capital Budgeting Suite Renewal This is your subscription fee for Includes ClearGov Capital Budgeting Suite Renewal for the term starting 10/01/2024 and ending 09/30/2025.	1	$ 13,100.00	$13,100.00
Includes ClearGov Digital Budget Book Suite - Renewal This is your subscription fee for Includes ClearGov Digital Budget Book Suite - Renewal for the term starting 10/01/2024 and ending 09/30/2025.	1	$ 13,100.00	$13,100.00
Bundle Discount This is your subscription discount for Bundle Discount for the term starting 10/01/2024 and ending 09/30/2025.	1	$ -5,240.00	$-5,240.00
		AMOUNT DUE (USD)	**$ 20,960.00**

BANK WIRE INSTRUCTIONS

Bank: Customers Bank

Routing #031302971

Account Type: Business Checking

Account #7228105

Invoice powered by Maxio, LLC. Subscription Management for B2B SaaS

Company: The County of Galveston
Period: FY2025 - Aug
Time Period: Current Period YTD
Plan Structure: Annual Budget Detail
Plan Name: FY25 Amended Budget
Worktags: Cost Center: 151400 Professional Services
Fund: 1101 General Fund
Spend Category: Cloud Subscription Services
Spend Category: Subscription Based IT Arrangement
Book: Modified Accrual

Budget for ClearGov SBITA fund-cost center

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
Ledger Accounts	94,381.00	94,381.00	91,761.00	0.00	0.00	91,761.00	2,620.00	97.2%
5414000:Accounting and Auditing Services	94,381.00	94,381.00	91,761.00	0.00	0.00	91,761.00	2,620.00	97.2%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Expenditures	94,381.00	94,381.00	91,761.00	0.00	0.00	91,761.00	2,620.00	97.2%
Net Total (Revenue - Expense)	(94,381.00)	(94,381.00)	(91,761.00)	0.00	0.00	91,761.00	2,620.00	97.2%

Galveston County, Texas
Transaction Listing
Oct 1, 2024 to Jul 31, 2025

Org Key	Org Key Description	JL Organization Key	JL Organization Key Long Description	Object Code	Object Code Description	Primary Reference	Description	Posting Date	Secondary Reference	Set ID	Subsystem	Prepared By	Misc Code	Check ID	Check Number	PEID	Job Number	Debit	Credit	Net
1101151400	Professional Services	N/A..N/A		5414300	Cloud Subscription Services	F501243	CLEARGOV INC. Includes ClearGo	11/05/2024	202415639	OH571963	OH	LEETA		A2	00476709	722306	6549550	$7,860.00	$0.00	7,860.00
1101151400	Professional Services	N/A..N/A		5414300	Cloud Subscription Services	F501243	CLEARGOV INC. ncludes ClearGov	11/05/2024	202415639	OH571963	OH	LEETA		A2	00476709	722306	6549550	$13,100.00	$0.00	13,100.00

INVOICE

Vertosoft LLC
1602 Village Market Blvd SE, Suite 320
Leesburg, VA 20175
United States
(571) 707-4130
ap@vertosoft.com
www.vertosoft.com

INVOICE #	**INV9075**
DATE	**07/30/2025**
DUE DATE	**08/29/2025**
TERMS	**NET 30**

BILL TO
County of Galveston, TX
722 Moody Avenue
4th Floor
Galveston TX 77550
United States

SHIP TO
County of Galveston, TX
722 Moody 3rd floor
Galveston TX 77550
United States

SALES REP	CUSTOMER PO #	CONTRACT TYPE	QUOTE #
Moore, Carly	PO-0004846	TX-DIR: DIR-CPO-5327	Q-12825

ITEM	DESCRIPTION	START DATE	END DATE	QTY	RATE	AMOUNT
OPGV-GKES-B200300M-RR-1Y	Online Budget Book - Between $200-300 Million - 1Y	07/23/2025	07/22/2026	1	$19,491.00	$19,491.00
OPGV-HALG-B200300M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between $200-300 Million - 0Y			203	$230.00	$46,690.00

SUBTOTAL	$66,181.00
TAX TOTAL	$0.00
TOTAL	$66,181.00
AMOUNT PAID	$0.00
AMOUNT DUE	$66,181.00

Our banking information has changed! Please see updated information below.

Make Electronic Payments to:
Wells Fargo Bank, N.A.
Routing No: 121000248
Account No: 4943318840

Vertosoft LLC
DUNS# 080431574
CAGE Code: 7QV38
Federal Tax ID: 81-3911287
UEI#: Y7D5MXRU2839

INVOICE

Vertosoft LLC
1602 Village Market Blvd SE, Suite 320
Leesburg, VA 20175
United States
(571) 707-4130
ap@vertosoft.com
www.vertosoft.com

INVOICE #	**INV9075**
DATE	**07/30/2025**
DUE DATE	**08/29/2025**
TERMS	**NET 30**

Our banking information has changed! Please see updated information below.

Make Electronic Payments to:
Wells Fargo Bank, N.A.
Routing No: 121000248
Account No: 4943318840

Vertosoft LLC
DUNS# 080431574
CAGE Code: 7QV38
Federal Tax ID: 81-3911287
UEI#: Y7D5MXRU2839

Company: The County of Galveston
Period: FY2025 - Aug
Time Period: Current Period YTD
Plan Structure: Annual Budget Detail
Plan Name: FY25 Amended Budget
Worktags: Cost Center: 151400 Professional Services
Fund: 1101 General Fund
Spend Category: Cloud Subscription Services
Spend Category: Subscription Based IT Arrangement
Book: Modified Accrual

Budget for Vertosoft OpenGov SBITA fund-cost center

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
Ledger Accounts	94,381.00	94,381.00	91,761.00	0.00	0.00	91,761.00	2,620.00	97.2%
5414000:Accounting and Auditing Services	94,381.00	94,381.00	91,761.00	0.00	0.00	91,761.00	2,620.00	97.2%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Expenditures	94,381.00	94,381.00	91,761.00	0.00	0.00	91,761.00	2,620.00	97.2%
Net Total (Revenue - Expense)	(94,381.00)	(94,381.00)	(91,761.00)	0.00	0.00	91,761.00	2,620.00	97.2%

Company: The County of Galveston
Organization: Cost Center: 151400 Professional Services
Year: FY2025
Ledger: Actuals
Status: Posted
Worktags: Cloud Subscription Services
Adjustment Journal: No
Intercompany Journal: No
Reversed Journal: No
Recurring Journal: No
Threshold Met: No
Amount Equal To: 0
Amount Greater Than: 0
Amount Less Than: 0

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
JRN-0000190 - The County of Galveston - 11/30/2024 - FY2025-November Conversion				Posted	11/30/2024	Conversion	Actuals	5414000:Accounting and Auditing Services	20,960.00	0.00	ClearGov from OneSolution	1101151400-5414300	Cloud Subscription Services		1101 General Fund	151400 Professional Services					Cost Center: 151400 Professional Services Fund: 1101 General Fund Spend Category: Cloud Subscription Services	
Operational Journal: The County of Galveston - 06/16/2025	Supplier Invoice: SI-0011462	Spend		Posted	06/16/2025	Supplier Invoice	Actuals	5414000:Accounting and Auditing Services	4,620.00	0.00			Cloud Subscription Services		1101 General Fund	151400 Professional Services					Cost Center: 151400 Professional Services Fund: 1101 General Fund Spend Category: Cloud Subscription Services Supplier: SMARTSHEET INC	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 07/30/2025	Supplier Invoice: SI-0013885	Spend		Posted	07/30/2025	Supplier Invoice	Actuals	5414000:Accounting and Auditing Services	46,690.00	0.00	Implementation		Cloud Subscription Services		1101 General Fund	151400 Professional Services					Cost Center: 151400 Professional Services Fund: 1101 General Fund Spend Category: Cloud Subscription Services Supplier: Vertosoft, LLC	
Operational Journal: The County of Galveston - 07/30/2025	Supplier Invoice: SI-0013885	Spend		Posted	07/30/2025	Supplier Invoice	Actuals	5414000:Accounting and Auditing Services	19,491.00	0.00	Subscription		Cloud Subscription Services		1101 General Fund	151400 Professional Services					Cost Center: 151400 Professional Services Fund: 1101 General Fund Spend Category: Cloud Subscription Services Supplier: Vertosoft, LLC	

OpenGov Vertosoft SBITA

F502627

Electask, LLC

Max Oltersdorf, Managing Member
811 4th St NW Suite 220 Washington, DC 20001
electask.com; max@electask.com
760-274-5082

ELECTASK

INVOICE 2024-1430

Invoice For:

County of Galveston, Accounts Payable

Invoice Date 12/8/2024

Net 30 terms

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Electask use 12/8/2024 - 12/7/2025	1	$7,101	7101.00

Invoice Total **$ 7,101.00**

Terms & Instructions

Thank you for your business! We look forward to working with you!

We accept check, ACH, credit card, or wire

Contract Number: SM24080

FR502799

Galveston - Budget vs Actual - Company

Details

Company	The County of Galveston	**Plan Name**	FY2025-Adopted Budget FY25 Amended Budget
Period	FY2025 - Sep	**Worktags**	Cost Center: 114031 Election Services Fund: 2103 Election Services Contract Fund
Time Period	Current Period YTD		
Plan Structure	Annual Budget Detail	**Book**	Modified Accrual

Budget for Electask SBITA fund-cost center

16 items

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
Ledger Accounts	1,209,910.00	1,214,910.00	335,846.30	0.00	162,929.95	498,776.25	716,133.75	41.1%
5120000:Temporary Employees	300,000.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00	0.0%
5310000:Administrative Supplies	30,000.00	35,000.00	2,060.10	0.00	0.00	2,060.10	32,939.90	5.9%
5312000:Clothing and Personal Supplies	5,000.00	5,000.00	1,086.60	0.00	884.95	1,971.55	3,028.45	39.4%
5419000:Other Professional Services	0.00	63,750.00	0.00	0.00	0.00	0.00	63,750.00	0.0%
Subscription Based IT Arrangement	0.00	63,750.00	0.00	0.00	0.00	0.00	63,750.00	0.0%
5423000:Maintenance and Repairs - Service Equipment	315,000.00	315,000.00	169,666.95	0.00	0.00	169,666.95	145,333.05	53.9%
Repair and Maintenance - Equipment	315,000.00	315,000.00	169,666.95	0.00	0.00	169,666.95	145,333.05	53.9%
5449000:Social and Human Services - Other	18,000.00	18,000.00	3,663.44	0.00	0.00	3,663.44	14,336.56	20.4%
5481000:Miscellaneous Contract Services	78,000.00	78,000.00	65,369.21	0.00	0.00	65,369.21	12,630.79	83.8%
5493000:Advertising and Legal Notices	160.00	160.00	0.00	0.00	0.00	0.00	160.00	0.0%
5700000:Capital Outlays	463,750.00	400,000.00	94,000.00	0.00	162,045.00	256,045.00	143,955.00	64.0%

Galveston County, Texas
Transaction Listing
Oct 1, 2024 to Jul 31, 2025

Org Key	Org Key Description	JL Organization Key	JL Organization Key Long Description	Object Code	Object Code Description	Primary Reference	Description	Posting Date	Secondary Reference	Set ID	Subsystem	Prepared By	Misc Code	Check ID	Check Number	PEID	Job Number	Debit	Credit	Net
2103114031	Election Services Contract Fd	N/A..N/A		5423000	Maint & Repairs Equipment	F502627	OLTERSDORF, MAX Electask use 1	12/04/2024	20241430	OH577628	OH	DELEON_A		A2	00477611	723459	6573057	$7,101.00	$0.00	7,101.00
2103114031	Election Services Contract Fd	N/A..N/A		5423000	Maint & Repairs Equipment	F502786	COMPU-DATA INTE Kodak S2085 1	12/12/2024	CDMR0415	OH578118	OH	DELEON_A		A2	00477902	716710	6579822	$520.95	$0.00	520.95

INVOICE

RO-0001554

FIDLAR TECHNOLOGIES
350 RESEARCH PARKWAY
DAVENPORT, IA 52806
(563) 345-1200
AccountsReceivable@fidlar.com

Invoice Number: 0899917-IN
Invoice Date: 10/31/2024
Customer Number: 4816701
Terms: NET 30 DAYS

GALVESTON COUNTY, TX - CLERK
10000 EMMET F LOWRY EXPY
STE 1152
TEXAS CITY, TX 77591

REMIT TO:
FIDLAR TECHNOLOGIES, INC.
PO BOX 3333
ROCK ISLAND, IL 61204
or call to request ACH information

Description	Quantity	Price	Amount
Galveston County, TX			
AVID & APEX Life Cycle Service, AVA/Laredo			
Annual Maintenance			
For Service From October 2024 thru September 2025			
Ava Credit Amount			61,989.00
Thank You			

Net Invoice:	61,989.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**61,989.00**

Galveston - Budget vs Actual - Company

Details

Company	The County of Galveston	**Plan Name**	FY2025-Adopted Budget FY25 Amended Budget
Period	FY2025 - Sep	**Worktags**	Cost Center: 114020 County Clerks Records Management and Preservation Fund: 2102 County Clerk Records Management and Preservation Fund
Time Period	Current Period YTD		
Plan Structure	Annual Budget Detail	**Book**	Modified Accrual

Budget for Fidlar SBITA fund-cost center

24 items

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
5154000:Deferred Compensation Plan	13,265.00	13,871.00	5,206.46	0.00	0.00	5,206.46	8,664.54	37.5%
5155000:Unemployment	477.00	486.00	93.96	0.00	0.00	93.96	392.04	19.3%
5156000:Workers Compensation	545.00	545.00	0.00	0.00	0.00	0.00	545.00	0.0%
5159000:Other Employee Benefits	0.00	0.00	2,361.02	0.00	0.00	2,361.02	(2,361.02)	0.0%
5310000:Administrative Supplies	78,000.00	78,000.00	33,151.48	0.00	0.00	33,151.48	44,848.52	42.5%
5311000:Office and Administration Supplies	0.00	0.00	3,898.87	0.00	0.00	3,898.87	(3,898.87)	0.0%
5410000:professional and Technical Services	0.00	87,600.00	0.00	0.00	0.00	0.00	87,600.00	0.0%
5423000:Maintenance and Repairs - Service Equipment	69,700.00	69,700.00	68,148.35	0.00	0.00	68,148.35	1,551.65	97.8%
5481000:Miscellaneous Contract Services	58,000.00	58,000.00	47,759.45	0.00	11,550.00	59,309.45	(1,309.45)	102.3%
5491000:Insurance	21,000.00	21,000.00	0.00	0.00	0.00	0.00	21,000.00	0.0%
5496000:Travel and Transportation	21,400.00	21,400.00	6,518.60	0.00	0.00	6,518.60	14,881.40	30.5%
5700000:Capital Outlays	300,000.00	300,000.00	35,911.34	0.00	0.00	35,911.34	264,088.66	12.0%

Company: The County of Galveston
Organization: Cost Center: 114020 County Clerks Records Management and Preservation
Year: FY2025
Ledger: Actuals
Status: Posted
Worktags: Repair and Maintenance - Equipment
Adjustment Journal: No
Intercompany Journal: No
Reversed Journal: No
Recurring Journal: No
Threshold Met: No
Amount Equal To: 0
Amount Greater Than: 0
Amount Less Than: 0

Fidlar SBITA

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 02/27/2025	Supplier Invoice: SI-0004242	Spend		Posted	02/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	61,989.00	0.00			Repair and Maintenance - Equipment		2102 County Clerk Records Management and Preservation Fund	114020 County Clerks Records Management and Preservation					Cost Center: 114020 County Clerks Records Management and Preservation Fund: 2102 County Clerk Records Management and Preservation Fund Spend Category: Repair and Maintenance - Equipment Supplier: FIDLAR TECHNOLOGIES INC.	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*39.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-192-1110-B
Auditor- Request transfer from Various Cost Centers - Various Spend Categories to Various Cost Centers - Various Spend Categories to fund capital asset recon reclassifications.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 2:46 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 11/10/2025 : BAT-0000370

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000370
Amendment Date 11/10/2025
Description FY25 Capital Asset Recon Reclassifications-for 11.10.25 CC
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	159100 Information Technology	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$71,045.70	FY25 Capital Asset Recon Reclassifications-for 11.10.25 CC	
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	312110 Road Department	2301 Road and Bridge Fund		Machinery and Equipment			$0.00	$4,500.00	FY25 Capital Asset Recon Reclassifications-for 11.10.25 CC	
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	110000 General Government	3100 County Capital Projects Fund		Machinery and Equipment	Galveston County Radios		$0.00	$10,795.76	FY25 Capital Asset Recon Reclassifications-for 11.10.25 CC	
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	522020 Beach and Parks Department	1101 General Fund		Improvements Other than Buildings			$0.00	$4,540.00	FY25 Capital Asset Recon Reclassifications-for 11.10.25 CC	
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	159100 Information Technology	1101 General Fund		Technology Hardware			$71,045.70	$0.00	FY25 Capital Asset Recon Reclassifications-for 11.10.25 CC	
FY2025 Annual (FY25 Amended Budget)	5481000:Miscellaneous Contract Services	312110 Road Department	2301 Road and Bridge Fund		Other Contract Services			$4,500.00	$0.00	FY25 Capital Asset Recon Reclassifications-for 11.10.25 CC	
FY2025 Annual (FY25 Amended Budget)	5310000:Administrative Supplies	110000 General Government	3100 County Capital Projects Fund		Extraordinary Supplies	Galveston County Radios		$10,795.76	$0.00	FY25 Capital Asset Recon Reclassifications-for 11.10.25 CC	
FY2025 Annual (FY25 Amended Budget)	5310000:Administrative Supplies	522020 Beach and Parks Department	1101 General Fund		Extraordinary Supplies			$4,540.00	$0.00	FY25 Capital Asset Recon Reclassifications-for 11.10.25 CC	

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 11/10/2025 : BAT-0000370

Sept 25 FA Recon Budget Amend.pdf

File Name Sept 25 FA Recon Budget Amend.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 10/20/2025 04:18:28 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/20/2025 04:18:29 PM	10/21/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/21/2025 12:09:50 PM	10/22/2025	Julie Walker (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/23/2025 02:37:48 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/21/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/23/2025 04:27:35 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/28/2025 11:52:13 AM	10/25/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/30/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts					Debit (+)	Credit (-)
	FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY	ADDITIONAL WORKTAG (I.E. PROJECT/PROGRAM)		
FY25 Fixed (Business) Asset Recon (Oct 2024-Aug2025)							
	1101	522020	5310000	Extraordinary Supplies		4,540.00	
	3100	110000	5310000	Extraordinary Supplies	Program: Galveston County Radios	10,795.76	
	2301	312110	5481000	Other Contract Services		4,500.00	
	1101	159100	5700000	Technology Hardware		71,045.70	
	1101	522020	5700000	Improvements Other than Buildings			4,540.00
	3100	110000	5700000	Machinery and Equipment	Program: Galveston County Radios		10,795.76
	2301	312110	5700000	Machinery and Equipment			4,500.00
	1101	159100	5423000	Repair and Maintenance - Equipment			71,045.70
To reclassify budgets (ledger accounts and spend categories) for Fixed Asset Recon							
						$ 90,881.46	$ 90,881.46

Prepared/Posted by: Austin Schumann **Accounting Date:** 1/1/2025

Approved in Workday by: Kenna Pruitt

Explanation and recon

Line Entry 1: 1101-522020 items are for separate mounting/installation for cameras. Only $4,540 of the PO was completed; the rest was done in-house. There are no main fixed assets in this invoice/PO as this a separate mounting/installation (cameras were not purchased with it) Therefore, these need to be reclassified out of capital outlays to extraordinary supplies
Line Entry 1 support is pages 3-15

Line Entry 2: 3100-110000 Radios accessories do not relate to each individual radio, and therefore, should not be a capital asset (move from capital outlays to extraordinary supplies)
Only reclassifying Line 34 of the PO ($10,795.76).
Line Entry 2 support is pages 16-25

Line Entry 3: 2301-312110 Printer Warranty is invoiced separately from the printer and is a second-year warranty; therefore, it should not be capitalized and should be reclassified ($4,500).
Line Entry 3 support is pages 26-34

Line entry 4: 1101-159100 Technology Hardware, various technology hardware relates to the capital asset (already capitalized) lifesafety power system, in addition to installation fees and freight, which are usually included with capital assets. Thefore, these need to be reclassified to a capital outlay account
This relates to PO-0000299, SI-0012099. $71,045.70 of the $97,919.91 PO total amount.
Line Entry 4 support is pages 35-42

PO 0000828

Invoice 9362

Business Network Solutions
7411 Jalna St
Houston, TX 77055
+17135910257
dbaker@bnsithelp.com
www.bnsithelp.com

BILL TO
Martha Lee
Walter Hall Park
807 State Hwy 3 N
League City, TX 77573

SHIP TO
Martha Lee
Walter Hall Park
807 State Hwy 3 N
League City, TX 77573

DATE	PLEASE PAY	DUE DATE
03/11/2025	$4,540.00	03/11/2025

P.O. NUMBER
0000828

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Installation of Verkada Cameras at multiple locations around the Galveston Area.			

		Carbide park La Marque Agri-life Extension Building.			
	CAT 6 Drop	CAT 6 Drop	2	50.00	100.00
	Labor (1) Tech (1) Asst 4012024	Labor (1) Technician & (1) Assistant on site	6	130.00	780.00

		Jack Brooks Hitchcock Veterans Pavillion			
	CAT 6 Drop	CAT 6 Drop	1	50.00	50.00
	Wireless Node	Wireless Ethernet node for Wide Area Network for mesh system.	2	195.00	390.00
	5 Port switch	5 Port POE Ethernet Switch	1	85.00	85.00
	Labor (1) Tech (1) Asst 4012024	Labor (1) Technician & (1) Assistant on site	3.50	130.00	455.00

		Jack Brooks Sportsplex			
	CAT 6 Drop	CAT 6 Drop	2	50.00	100.00
	5 Port switch	5 Port POE Ethernet Switch	1	85.00	85.00
	Labor (1) Tech (1) Asst 4012024	Labor (1) Technician & (1) Assistant on site	4	130.00	520.00

		Jack Brooks Highlands Pavillion			

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Wireless Node	Wireless Ethernet node for Wide Area Network for mesh system.	2	195.00	390.00
	5 Port switch	5 Port POE Ethernet Switch	1	85.00	85.00
	Labor (1) Tech (1) Asst 4012024	Labor (1) Technician & (1) Assistant on site ---------- ---------- Jack Brooks Rodeo Arena	4	130.00	520.00
	5 Port switch	5 Port POE Ethernet Switch	1	85.00	85.00
	CAT 6 Drop	CAT 6 Drop	1	50.00	50.00
	Labor (1) Tech (1) Asst 4012024	Labor (1) Technician & (1) Assistant on site ---------- ---------- Santa Fe Service Center	2.50	130.00	325.00
	CAT 6 Drop	CAT 6 Drop	1	50.00	50.00
	5 Port switch	5 Port POE Ethernet Switch	1	85.00	85.00
	Labor (1) Tech (1) Asst 4012024	Labor (1) Technician & (1) Assistant on site ---------- ---------- ---------- ----------	2	130.00	260.00
	Misc Hardware needed	Misc. Hardware Needed: fasteners, fittings, connectors, etc.	1	125.00	125.00

***In order to expedite service requests and scheduling please contact David Baker or admin@bnsithelp.com directly. Our technicians are not able to schedule service requests.

****Please note: any invoices over 30 days will be assessed a 2% late fee each month.

TOTAL DUE $4,540.00

THANK YOU.

Galveston - Budget vs Actual - Company

Company The County of Galveston
Period FY2025 - Sep
Time Period Current Period YTD
Plan Structure Annual Budget Detail
Plan Name FY2025-Adopted Budget

Worktags FY25 Amended Budget
Cost Center: 522020 Beach and Parks Department
Fund: 1101 General Fund

Ledger Account/Summary
Book Modified Accrual

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
Ledger Accounts	2,740,025.00	2,903,116.00	2,296,693.02	0.00	70,042.88	2,366,735.90	536,380.10	81.5%
5310000:Administrative Supplies	70,900.00	70,900.00	60,718.44	0.00	0.00	60,718.44	10,181.56	85.6%
Administrative Supplies	11,000.00	11,000.00	8,762.96	0.00	0.00	8,762.96	2,237.04	79.7%
Extraordinary Supplies	59,900.00	59,900.00	51,955.48	0.00	0.00	51,955.48	7,944.52	86.7%
5311000:Office and Administration Supplies	0.00	0.00	919.07	0.00	36,870.98	37,790.05	(37,790.05)	0.0%
5311100:General Operating Supplies	70,000.00	70,000.00	54,439.41	0.00	(25,264.17)	29,175.24	40,824.76	41.7%
5312000:Clothing and Personal Supplies	20,000.00	20,000.00	19,353.21	0.00	0.00	19,353.21	646.79	96.8%
5317000:Books and Periodicals	400.00	400.00	393.88	0.00	0.00	393.88	6.12	98.5%
5410000:professional and Technical Services	35,000.00	44,500.00	8,100.00	0.00	0.00	8,100.00	36,400.00	18.2%
5423000:Maintenance and Repairs - Service Equipment	20,000.00	20,000.00	12,920.07	0.00	(12,229.11)	690.96	19,309.04	3.5%
5424000:Maintenance and Repairs - Buildings	85,000.00	85,000.00	76,482.61	0.00	(13,539.87)	62,942.74	22,057.26	74.1%
5425000:Maintenance and Repairs - Roads, Bridges and Other	0.00	0.00	0.00	0.00	71,158.42	71,158.42	(71,158.42)	0.0%
5426000:Rentals/Leases	45,000.00	45,000.00	29,087.36	0.00	9,428.00	38,515.36	6,484.64	85.6%
5428000:Grounds Maintenance	70,000.00	70,000.00	68,872.28	0.00	(35,301.70)	33,570.58	36,429.42	48.0%
5481000:Miscellaneous Contract Services	343,700.00	343,700.00	283,219.67	0.00	32,995.33	316,215.00	27,485.00	92.0%
5491000:Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5493000:Advertising and Legal Notices	1,000.00	1,000.00	657.99	0.00	0.00	657.99	342.01	65.8%
5496000:Travel and Transportation	3,850.00	4,194.00	3,693.21	0.00	0.00	3,693.21	500.79	88.1%
5498000:Professional Memberships	2,155.00	1,811.00	1,810.30	0.00	0.00	1,810.30	0.70	100.0%
5700000:Capital Outlays	176,000.00	320,634.00	210,802.76	0.00	5,925.00	216,727.76	103,906.24	67.6%
Heavy Equipment	0.00	50,000.00	47,769.26	0.00	0.00	47,769.26	2,230.74	95.5%
Improvements Other than Buildings	176,000.00	270,634.00	163,033.50	0.00	5,925.00	168,958.50	101,675.50	62.4%
Total Revenues	180,500.00	180,500.00	155,475.99	0.00	0.00	(155,475.99)	(25,024.01)	86.1%
Total Expenditures	2,920,525.00	3,083,616.00	2,452,169.01	0.00	70,042.88	2,522,211.89	561,404.11	81.8%
Net Total (Revenue - Expense)	(2,740,025.00)	(2,903,116.00)	(2,296,693.02)	0.00	(70,042.88)	2,366,735.90	536,380.10	81.5%

Company: The County of Galveston
Organization: Cost Center: 522020 Beach and Parks Department
Year: FY2025
Period: Mar
Ledger: Actuals
Status: Posted
Ledger Accounts: 5700000:Capital Outlays
Worktags: 1101 General Fund
Improvements Other than Buildings
Adjustment Journal: No
Intercompany Journal: No
Reversed Journal: No
Recurring Journal: No
Threshold Met: No
Amount Equal To: 0
Amount Greater Than: 0
Amount Less Than: 0

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	520.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	390.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	85.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	520.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	325.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	50.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	85.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	260.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	100.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	390.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	50.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	125.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	85.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	780.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	50.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	85.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	100.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	455.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	
Operational Journal: The County of Galveston - 03/11/2025	Supplier Invoice: SI-0005300	Business Asset Multibook Settlement		Posted	03/11/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	85.00	0.00			Improvements Other than Buildings		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Improvements Other than Buildings Supplier: BAKER, DAVID	

PURCHASE ORDER

GALVESTON COUNTY, TEXAS

GALVESTON, TEXAS

VENDOR INFORMATION:

BAKER, DAVID
DBA: BUSINESS NETWORK SOLUTIONS 7411 JALNA
HOUSTON, TX 77055
United States of America

SHOW THESE NOs. ON ALL PAPERWORK/BOXES:

Purchase Order Number:	PO-0000828
Order Date:	01/30/2025
Requisition Number:	REQ-0000320
Requisition Date:	01/27/2025
Bid Number:	
Contract Number:	

MAIL INVOICE DIRECTLY TO:

COUNTY OF GALVESTON - Accounts Payable
722 Moody Avenue, 4th Floor
Galveston, TX 77550
or send email to: APCLERK@CO.GALVESTON.TX.US

DELIVERY ADDRESS:

The County of Galveston
4102 FM 519
La Marque, TX 77568
United States of America
Renelle Lopez
+1 (409) 9348130
Renelle.Lopez@co.galveston.tx.us

TERMS AND CONDITIONS:

Vendors commencement of work on the goods or services subject to this Purchase Order or shipment of such goods shall be an acceptance of this Purchase Order in accordance with the terms and conditions that are accessible through the Purchasing Departments webpage location on the Galveston County, Texas website at https://www.galvestoncountytx.gov/home/showpublisheddocument/5868/637396581374870000

ITEM	DESCRIPTION	QTY	UNIT(S)	UNIT PRICE	EXTENSION
	hotel for portion of project in Bolivar	1	Each	250.00	250.00
	misc hardware	1	Each	250.00	250.00
	labor	6	Each	130.00	780.00
	5 port POE ethernet switch	1	Each	85.00	85.00
	12" x 12" fiberglass junction box	1	Each	75.00	75.00
	labor	2	Each	162.50	325.00
	5 port POE ethernet switch	1	Each	85.00	85.00
	CAT 6 drop	1	Each	50.00	50.00
	labor	3	Each	130.00	390.00
	5 port POE ethernet switch	1	Each	85.00	85.00
	CAT 6 drop	1	Each	50.00	50.00
	labor	2	Each	130.00	260.00
	misc hardware	1	Each	50.00	50.00
	12" x 12" fiberglass junction box	1	Each	75.00	75.00
	5 port POE ethernet switch	1	Each	85.00	85.00
	labor	3	Each	130.00	390.00
	5 port POE	1	Each	85.00	85.00
	wireless ethernet node for wide area network	1	Each	195.00	195.00
	labor	2	Each	130.00	260.00
	CAT 6 drop	2	Each	50.00	100.00
	5 port POE ethernet switch	1	Each	85.00	85.00
	junction box	1	Each	58.85	58.85
	wireless ethernet node for wide area network	2	Each	195.00	390.00
	labor	2	Each	130.00	260.00
	5 port POE ethernet switch	1	Each	85.00	85.00
	CAT 6 drop	1	Each	50.00	50.00
	labor	2	Each	162.50	325.00
	CAT 6 drop	1	Each	85.00	85.00
	5 port POE ethernet switch	1	Each	85.00	85.00
	labor	4	Each	130.00	520.00
	5 port POE	1	Each	85.00	85.00
	wireless ethernet node for wide area network for mesh system	2	Each	195.00	390.00
	labor	4	Each	130.00	520.00
	5 port POE ethernet switch	1	Each	85.00	85.00
	CAT 6 drop	2	Each	50.00	1

ITEM	DESCRIPTION	QTY	UNIT(S)	UNIT PRICE	EXTENSION
	labor	3	Each	151.67	455.00
	5 port POE ethernet switch	1	Each	85.00	85.00
	Wireless ethernet node for mesh system	2	Each	195.00	390.00
	CAT 6 drop	1	Each	50.00	50.00
	Labor	6	Each	130.00	780.00
	CAT 6 drop	2	Each	50.00	100.00

TOTAL **8,908.85**

FAILURE TO DELIVER:
If the Vendor fails to deliver by the promised date, or reasonably thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the County reserves the right to purchase the specific item elsewhere and charge any increase in price and cost of handling to the Vendor. No substitutions or cancellations permitted without prior approval of the Purchasing Department of Galveston County.

SALES TAX EXEMPTION CERTIFICATE:
The undersigned claims an exemption from all sales taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from Vendor listed above.

By: _____

PURCHASING AGENT

THIS ORDER IS ISSUED SUBJECT TO GALVESTON COUNTY'S GENERAL TERMS AND CONDITIONS
ORIGINAL

TERMS AND CONDITIONS

I. COMPLETE AGREEMENT: This Purchase Order, which consists of these terms and conditions, the conditions contained within the referenced bid nunber, the contract entered into between Galveston County and Vendor (if any) and any other attached terms, conditions, and specifications of Galveston County, is the sole and exclusive agreement between the parties. It supersedes all other writings and is expressly conditioned upon Vendor's agreement to the conditions hereof. In addition, nothing herein shall be construed to be an acceptance of any terms of Vendor. In the event of any conflict between the terms and conditions of this Purchase Order and any Contract entered into between the County and the Vendor, the terms of the Contract shall prevail.

2. MODIFICATION: No modification of this Purchase Order shall be effective without Galveston County's prior written consent. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, supplement, or explain any terms used in this Purchase Order. Galveston County will not be bound by any oral statement, verbal agreement, or other representation contrary to the written specifications, terms, and conditions of this Purchase Order.

3. CANCELLATION: GALVESTON COUNTY shall have the right to cancel for default all or any part of this Purchase Order if Vendor breaches any of the terms, conditions, or requirements hereof, or if the Vendor becomes insolvent or commits acts of bankruptcy, or at any time for any reason or no reason prior to acceptance of delivery by GALVESTON COUNTY. Such right of cancellation is in addition to and not in lieu of any other remedies, which GALVESTON COUNTY may have in law or equity.

4. TERMINATION: The performance of work under this Purchase Order may be terminated in whole or in part by GALVESTON COUNIY in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the Purchase Order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of; rights of GALVESTON COUNTY set forth in Paragraph 3 above.

5. DELIVERY: Time is of the essence in this Purchase Order and if delivery of conforming goods or performance of services is not completed by the time(s) promised, GALVESTON COUNTY reserves the right, in addition lo its other rights and remedies, to cancel this Purchase Order, to reject nonconforming goods or services in whole or in part on reasonable notice to Vendor, and/or purchase substitute goods or services elsewhere and charge Vendor with any loss incurred. If delay in promised delivery is foreseen, Vendor shall give written notice to GALVESTON COUNTY, and the delivery date may be extended by GALVESTON COUNTY for valid reasons. Vendor must keep GALVESTON COUNTY advised at all times of status of Purchase Order. No substitutions or cancellations will be permitted without the prior written approval of GALVESTON COUNTY Purchasing Department. Delivery shall be made only on weekdays from 8:00a.m. to 5:00p.m., unless prior approval for other delivery times has been obtained Any provisions herein for delivery of goods or perfo1rnance of services by installments shall not be construed as making the obligation of Vendor severable. C.O.D. shipments will not be accepted.

6. ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and all services perfo1rned under this Purchase Order shall be to the satisfaction of GALVESTON COUNTY and in accordance with the specifications, terms, and conditions of the Purchase Order and 3nY applicable contract. GALVESTON COUNTY reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

7. INVOICING AND PAYMENT: Vendor shall submit an itemized invoice showing GALVESTON COUNTY Purchase Order number. Invoices must agree in all respects with this Purchase Order. Payment will normally be remitted within thirty (30) days after receipt of a properly submitted invoice. Failure to submit invoices in accordance with the requirements herein may delay payment. All cash discounts offered will be taken if earned. Cash discount will be calculated from date of receipt of properly submitted invoice at the Invoice Address specified on the face of this Purchase Order.

8. TITLE & RISK OF LOSS: The title and risk of loss of the goods shall not pass to GALVESTON COUNTY until GALVESTON COUNTY actually receives and takes possession of the goods at the point or points of delivery.

9. ASSIGNMENT/DELEGATION: No right or interest in this Purchase Order shall be assigned, and no obligation of Vendor shall be delegated, to any third party without the prior written consent of GALVESTON COUNTY. Any such assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity wtth this paragraph.

10. INDEPENDENT CONTRACTOR: In performing any services hereunder Vendor is, and undertakes performance thereof as, an independent contractor, with sole responsibility for all per.ions employed in connection therewith, including without limitation, exclusive liability for the payment of all Federal, State, and local Unemployment and Disability Insurance and all Social Security and/or other taxes and contributions payable in respect of such persons, from and against which liability Vendor agrees to indemnify, exonerate and hold harmless GALVESTON COUNTY.

11. INSURANCE: If this Purchase Order requires the presence on GALVESTON COUNTY premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor agrees, prior to commencement of any services hereunder, to transmit to GALVESTON COUNTY certificates of insurance as specified m the contract between parties.

12. INDEMNIFICATION: Vendor shall indemnify, exonerate, hold harmless and defend GALVESTON COUNTY and the COUNTY COMMISSIONER'S COURT from and against any actions or suits and any claims, liability, damage, loss, cost or expense as a result of bodily injury or death and/or property damage arising out of or in connection with this Purchase Order, unless caused by the sole negligence of GALVESTON COUNTY.

13. WARRANTIES: In addition to all warranties established by law, Vendor hereby warrants and agrees that:

(a) All goods and services covered by this Purchase Order shall conform to the specifications, drawings, samples, or other descriptions set forth herein or otherwise furnished or adopted by GALVESTON COUNTY, and shall be merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. GALVESTON COUNTY shall have the right of inspection and approval, and may, at Vendor's expense, reject and return nonconforming goods or require re-petfo1rnance of services, which are not in compliance with the requirements of this Purchase Order. Defects shall not be deemed waived bv GALVESTON COUNTY'S failure to notify Vendor upon receipt of goods or completion of services, or by payment of invoice.

(b) All articles and/or services provided hereunder meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of this Purchase Order.

(c) All goods delivered pursuant to this Purchase Order shall confo1rn to standards established for such goods in accordance with any applicable Federal, State, or local laws and regulations. unless otherwise indicated herein.

(d) The use or sale of any goods delivered hereunder, or any part thereof; does not infringe any adverse existing patent, trademark, copyright, or other intellectual property right. Vendor shall indemnify, exonerate, and save harmless GALVESTON COUNTY, its customers, users of its products and its and their successors and assigns, or any of them, from and against any and all liability, damage, loss cost or expense incurred in connection with any claim, suit or action for actual or alleged infringement of any such rights, and Vendor shall defend, at its expense, any such claim suit or action brought against GALVESTON COUNTY, its customers, users of its products and its and their successors and assigns, or any of them.

The foregoing warranties shall survive acceptance of goods and performance of services hereunder.

14. NON-DISCLOSURE: Unless required by law or consented to in writing by GALVESTON COUNTY, no disclosure, description, or other communication of any sort shall be made by Vendor to any third party regarding GALVESTON COUNTY'S purchase of goods or services hereunder, or of the details and characteristics thereof. Anything furnished to Vendor by GALVESTON COUNIY pursuant to this Purchase Order, including without limitation, samples, drawings, patterns, and materials shall remain the prop of GALVESTON COUNTY, shall be held at Vendor's risk, and shall be returned upon completion of the work. No disclosure or reproduction thereof in any form shall be made without GALVESTON COUNIY'S prior written consent.

15. FORCE MAJEURE: Neither party hereto shall be liable for delays or failure to perform any term, condition, or covenant of this Purchase Order due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, material or labor restrictions by any government authority, any other natural disaster, or any other circumstances of like character which are beyond the reasonable control of either party. In the event of such delay or failure to perform, the period specified for performance hereunder may be extended for a period equal to the time lost by reasons of the delay, or the total Purchase Order may be reduced by the performance (or portions thereof) omitted during such delay. The proV1sions of this paragraph shall be effective notwithstanding that such circumstances shall have been operative at the date of this Purchase Order.

16. GOVERNING LAW: This Purchase Order shall be governed in accordance with the laws of the State of Texas. Venue shall lie in Galveston County.

17. COMPLIANCE WITH LAW: Vendor is aware of; is fully informed about, and in and regulations, including 1itle VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act (42 USC 6101 ct seq.), Non-segregated Facilities (41 CFR 60-741), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act ofl986! and Utilization of Small Business Concerns and Small Business Concerns Owned and Control ed by Socially and Economically Disadvantaged Individuals (pl96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.) and all federal laws and regulations, executive orders, state laws, and local laws as are applicable.

18. BUYER'S PREMISES RULES: If this Purchase Order requires the presence on GALVESTON COUNIY'S premises of Vendor's employees subcontractors or others under Vendor's control, Vendor shall comply with all applicable rules of such premises, including without limitation those relative to environmental quality, safety, fire prevention, no smoking, traffic, and parking.

19. ASSIGNMENT OF OVERCHARGE CLAIMS: Vendor hereby assigns to GALVESTON COUNTY any and all claims for overcharges associated with this Purchase Order arising under the antitrust laws of the United States, IS 0.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

20. VENDOR'S AFFIRMATIONS: By acceptance of this Purchase Order and/or furnishing any of the products or services specified herein, Vendor affirms the following:

(a) That Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection wiih this Purchase Order.

(b) That Vendor has not violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws.

(c) That no relationship, whether by relative, business associate, capital funding agreement, or any other such kinship, exists between Vendor and any current GALVESTON COUNTY employee, or any person previously employed by GALVESTON COUNTY within the immediate twelve (12) months prior to this award. If such relationship does exist, full disclosure must be made to the GALVESTON COUNTY Purchasing Agent prior to acceptance of Purchase Order for appropriate administrative review and approval.

(d) If Vendor is a corporation, that its Texas franchise taxes are current, or that the corporation is exempt from the payment of the franchise tax, or that the corporation is an out of-stale corporation that is not subject to Texas franchise tax, whichever is applicable.

21. OPEN RECORDS: All information, documentation, and other material submitted by Vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter552). Vendors are hereby notified that GALVESTON COUNTY strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how lo protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or Vendor, and are not intended to serve as a means to Withhold or delay disclosure of information not covered by these exceptions.

22. PURCHASING AGENT'S AUIHORITY: The Galveston County Purchasing Agent is authorized to act on the County's behalf on any matter set forth in this Purchase Order.

23. NON-WAIVER OF DEFAULTS: Any failure of GALVESTON COUNTY, at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Purchase Order, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of GALVESTON COUNTY at any time to avail itself of same.

24. SEVERABLILITY: In the event that any provision of this Purchase Order, or the application thereof to any person or circumstance, is determined by a competent Court of Law to be invalid, unlawful, or unenforceable to any extent, the remainder of this Purchase Order, and the application of such provision to persons or circumstances other than those to which it is determined to be unlawful, unenforceable, or invalid to any extent, shall continue to be valid and may be enforced to the fullest extent permitted by law.

MOTOROLA SOLUTIONS

ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Transaction Number	Transaction Date	Transaction Total
1187146479	06-MAY-2025	**1,826,452.88 USD**

P.O. Number	P.O. Date	Customer Account No
PO-0001928	12-MAR-2025	1000225799

Payment Terms	Payment Due Date
Net Due in 30 Days	05-JUN-2025

Visit our website at www.motorolasolutions.com

Bill To Address

GALVESTON COUNTY SHERIFF'S OFFICE
ATTN: Accounts Payable
722 MODDY 4TH FL
COUNTY OF GALVESTON - ACCOUNTS PAYABLE
GALVESTON TX 77550
United States

Ship To Address

GALVESTON COUNTY SHERIFF DEPT
1353 FM 646 RD
EMG FACILITY
DICKINSON TX 77539
United States

IMPORTANT INFORMATION

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): 3203688815

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	PMPN4591B	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	8	1,349.47	10,795.76
2	PMMN4128A	RM780 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	268	129.60	34,732.80
3	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	268	5,951.92	1,595,114.56
4	LSV01S03060A	APX N70 DMS ESSENTIAL	268	205.92	55,186.56
5	SSV01S01407A	SMARTPROGRAMMING	268	75.00	20,100.00
6	SSV01S01406A	SMARTCONNECT	268	75.00	20,100.00
7	SSV01S01476A	SMARTLOCATE	268	75.00	20,100.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date	Transaction Total	Amount Paid
1187146479	1000225799	05-JUN-2025	**1,826,452.88 USD**	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

GALVESTON COUNTY SHERIFF'S OFFICE
ATTN: Accounts Payable
722 MODDY 4TH FL
COUNTY OF GALVESTON - ACCOUNTS PAYABLE
GALVESTON TX 77550
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

1720

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
1187146479	06-MAY-2025	**1,826,452.88 USD**

P.O. Number	P.O. Date	Customer Account No
PO-0001928	12-MAR-2025	1000225799

Payment Terms	Payment Due Date
Net Due in 30 Days	05-JUN-2025

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
8	SSV01S01907A	SMARTMAPPING	268	75.00	20,100.00
9	LSV01S03082A	RADIOCENTRAL PROGRAMMING	268	32.04	8,586.72
10	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	268	155.36	41,636.48

USD Subtotal	**1,826,452.88**
USD Total Tax	**0.00**
USD Total	**1,826,452.88**
USD Amount Due	**1,826,452.88**

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Galveston - Budget vs Actual - Company

Details

Company	The County of Galveston	**Plan Name**	FY2025-Adopted Budget FY25 Amended Budget
Period	FY2025 - Sep	**Worktags**	Program: Galveston County Radios
Time Period	Current Period YTD	**Book**	Modified Accrual
Plan Structure	Annual Budget Detail		

7 items

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
Ledger Accounts	0.00	1,826,452.88	1,826,452.88	0.00	0.00	1,826,452.88	0.00	100.0%
5700000:Capital Outlays	0.00	1,826,452.88	1,826,452.88	0.00	0.00	1,826,452.88	0.00	100.0%
Machinery and Equipment	0.00	1,826,452.88	1,826,452.88	0.00	0.00	1,826,452.88	0.00	100.0%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Expenditures	0.00	1,826,452.88	1,826,452.88	0.00	0.00	1,826,452.88	0.00	100.0%
Net Total (Revenue - Expense)	0.00	(1,826,452.88)	(1,826,452.88)	0.00	0.00	1,826,452.88	0.00	100.0%

Company: The County of Galveston
Organization: Cost Center: 110000 General Government
Year: FY2025
Ledger: Actuals
Status: Posted
Ledger Accounts: 5700000:Capital Outlays
Worktags: Galveston County Radios
Adjustment Journal: No
Intercompany Journal: No
Reversed Journal: No
Recurring Journal: No
Threshold Met: No
Amount Equal To: 0
Amount Greater Than: 0
Amount Less Than: 0

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 05/06/2025	Supplier Invoice: SI-0009044	Business Asset Multibook Settlement		Posted	05/06/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	20,100.00	0.00			Machinery and Equipment		3100 County Capital Projects Fund	110000 General Government	Galveston County Radios				Cost Center: 110000 General Government Fund: 3100 County Capital Projects Fund Program: Galveston County Radios Spend Category: Machinery and Equipment Supplier: MOTOROLA SOLUTIONS INC	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 05/06/2025	Supplier Invoice: SI-0009044	Business Asset Multibook Settlement		Posted	05/06/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	10,795.76	0.00			Machinery and Equipment		3100 County Capital Projects Fund	110000 General Government	Galveston County Radios				Cost Center: 110000 General Government Fund: 3100 County Capital Projects Fund Program: Galveston County Radios Spend Category: Machinery and Equipment Supplier: MOTOROLA SOLUTIONS INC	
Operational Journal: The County of Galveston - 05/06/2025	Supplier Invoice: SI-0009044	Business Asset Multibook Settlement		Posted	05/06/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	20,100.00	0.00			Machinery and Equipment		3100 County Capital Projects Fund	110000 General Government	Galveston County Radios				Cost Center: 110000 General Government Fund: 3100 County Capital Projects Fund Program: Galveston County Radios Spend Category: Machinery and Equipment Supplier: MOTOROLA SOLUTIONS INC	

PURCHASE ORDER

GALVESTON COUNTY, TEXAS

GALVESTON, TEXAS

VENDOR INFORMATION:

MOTOROLA SOLUTIONS INC
PO BOX 404059
ATLANTA, GA 30384-4059
United States of America

SHOW THESE NOs. ON ALL PAPERWORK/BOXES:

Purchase Order Number:	PO-0001928
Order Date:	03/12/2025
Requisition Number:	REQ-0001501
Requisition Date:	03/10/2025
Bid Number:	
Contract Number:	SC-0000228

MAIL INVOICE DIRECTLY TO:

COUNTY OF GALVESTON - Accounts Payable
722 Moody Avenue, 4th Floor
Galveston, TX 77550
or send email to: APCLERK@CO.GALVESTON.TX.US

DELIVERY ADDRESS:

The County of Galveston
715 19th St.
Galveston, TX 77550
United States of America
Lauren Michaels
Lauren.Michaels@galvestoncountytx.gov

TERMS AND CONDITIONS:

Vendors commencement of work on the goods or services subject to this Purchase Order or shipment of such goods shall be an acceptance of this Purchase Order in accordance with the terms and conditions that are accessible through the Purchasing Departments webpage location on the Galveston County, Texas website at https://www.galvestoncountytx.gov/home/showpublisheddocument/5868/637396581374870000

ITEM	DESCRIPTION	QTY	UNIT(S)	UNIT PRICE	EXTENSION
	APX N70 7/800 MODEL 4.5 PORTABLE; item number: H35UCT9PW8AN	268	Each	5,951.92	1,595,114.56
	ADD: LTE WITH ACTIVE SERVICE AT&T US; item number: QA09017AA	268	Each	0.00	0.00
	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*; item number: QA09030AA	268	Each	0.00	0.00
	ADD: ENHANCED DATA	268	Each	0.00	0.00
	ENH: SUBMERSIBLE (DELTA T); item number: H499KC	268	Each	0.00	0.00
	ADD: CORE BUNDLE; item number: BD00001AA	268	Each	0.00	0.00
	ADD: SMARTZONE OPERATION; item number: H38DA	268	Each	0.00	0.00
	ADD: HW KEY SUPPLEMENTAL DATA; item number: QA01648AA	268	Each	0.00	0.00
	ADD: MULTICAST VOTING SCAN; item number: Q387CB	268	Each	0.00	0.00
	ADD: VIQI VC RADIO OPERATION; item number: QA09028AA	268	Each	0.00	0.00
	ALT: 7800 STUBBY 762-870MHZ; item number: QA08821AA	268	Each	0.00	0.00
	ADD: P25 LINK LAYER AUTHENTICATION; item number: QA01767BL	268	Each	0.00	0.00
	ENH: ASTRO 25 OTAR W/ MULTIKEY; item number: Q498BN	268	Each	0.00	0.00
	ADD: P25 9600 BAUD TRUNKING; item number: Q361CD	268	Each	0.00	0.00
	ENH: DVP-XL ENCRYPTION AND ADP; item number: H797DW	268	Each	0.00	0.00
	ALT: 3.0" HOLSTER; item number: QA08824AA	268	Each	0.00	0.00
	ADD: PROGRAMMING OVER P25 (OTAP); item number: G996AU	268	Each	0.00	0.00
	ADD: FRONT PANEL PROGRAMMING & CLONING; item number: Q53BF	268	Each	0.00	0.00
	ADD: BASELINE RELEASE SW; item number: QA09113AA	268	Each	0.00	0.00
	SMARTPROGRAMMING; item number: SSV01S01407A	268	Each	75.00	20,100.00
	ADD: ASTRO DIGITAL CAI OPERATION; item number: Q806CH	268	Each	0.00	0.00
	ADD: TDMA OPERATION; item number: QA00580BA	268	Each	0.00	0.00
	ADD: WIFI CAPABILITY; item number: QA09001AM	268	Each	0.00	0.00
	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP; item number: Q15AK	268	Each	0.00	0.00
	ALT: BATT IMPRES LIION IP68 4400T; item number: QA08817AA	268	Each	0.00	0.00
	PROVISIONING NON-FEDERAL BUNDLE; item number: BD00040AB	268	Each	0.00	0.00
	ADD: MULTI SYSTEM OTAR; item number: QA07680AA	268	Each	0.00	0.00
	SMARTMAPPING; item number: SSV01S01907A	268	Each	75.00	20,100.00
	RADIOCENTRAL PROGRAMMING; item number: LSV01S03082A	268	Each	32.04	8,586.72
	PROVISIONING SUPPORT; item number: PSV01S02944A	1	Each	0.00	

ITEM	DESCRIPTION	QTY	UNIT(S)	UNIT PRICE	EXTENSION
	ADD: SECURITY BUNDLE; item number: BD00010AB	268	Each	0.00	0.00
	APX N70 DMS ESSENTIAL; item number: LSV01S03060A; 3 years	268	Each	205.92	55,186.56
	SMARTLOCATE; item number: SSV01S01476A	268	Each	75.00	20,100.00
	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US; item number: PMPN4591B	8	Each	1,349.47	10,795.76
	SMARTCONNECT; item number: SSV01S01406A	268	Each	75.00	20,100.00
	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US; item number: PMPN4604A	268	Each	155.36	41,636.48
	RM780 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68); item number: PMMN4128A	268	Each	129.60	34,732.80

TOTAL 1,826,452.88

FAILURE TO DELIVER:
If the Vendor fails to deliver by the promised date, or reasonably thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the County reserves the right to purchase the specific item elsewhere and charge any increase in price and cost of handling to the Vendor. No substitutions or cancellations permitted without prior approval of the Purchasing Department of Galveston County.

SALES TAX EXEMPTION CERTIFICATE:
The undersigned claims an exemption from all sales taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from Vendor listed above.

By: _____

PURCHASING AGENT

THIS ORDER IS ISSUED SUBJECT TO GALVESTON COUNTY'S GENERAL TERMS AND CONDITIONS
ORIGINAL

TERMS AND CONDITIONS

I. COMPLETE AGREEMENT: This Purchase Order, which consists of these terms and conditions, the conditions contained within the referenced bid nunber, the contract entered into between Galveston County and Vendor (if any) and any other attached terms, conditions, and specifications of Galveston County, is the sole and exclusive agreement between the parties. It supersedes all other writings and is expressly conditioned upon Vendor's agreement to the conditions hereof. In addition, nothing herein shall be construed to be an acceptance of any terms of Vendor. In the event of any conflict between the terms and conditions of this Purchase Order and any Contract entered into between the County and the Vendor, the terms of the Contract shall prevail.

2. MODIFICATION: No modification of this Purchase Order shall be effective without Galveston County's prior written consent. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, supplement, or explain any terms used in this Purchase Order. Galveston County will not be bound by any oral statement, verbal agreement, or other representation contrary to the written specifications, terms, and conditions of this Purchase Order.

3. CANCELLATION: GALVESTON COUNTY shall have the right to cancel for default all or any part of this Purchase Order if Vendor breaches any of the terms, conditions, or requirements hereof, or if the Vendor becomes insolvent or commits acts of bankruptcy, or at any time for any reason or no reason prior to acceptance of delivery by GALVESTON COUNTY. Such right of cancellation is in addition to and not in lieu of any other remedies, which GALVESTON COUNTY may have in law or equity.

4. TERMINATION: The performance of work under this Purchase Order may be terminated in whole or in part by GALVESTON COUNIY in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the Purchase Order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of; rights of GALVESTON COUNTY set forth in Paragraph 3 above.

5. DELIVERY: Time is of the essence in this Purchase Order and if delivery of conforming goods or performance of services is not completed by the time(s) promised, GALVESTON COUNTY reserves the right, in addition lo its other rights and remedies, to cancel this Purchase Order, to reject nonconforming goods or services in whole or in part on reasonable notice to Vendor, and/or purchase substitute goods or services elsewhere and charge Vendor with any loss incurred. If delay in promised delivery is foreseen, Vendor shall give written notice to GALVESTON COUNTY, and the delivery date may be extended by GALVESTON COUNTY for valid reasons. Vendor must keep GALVESTON COUNTY advised at all times of status of Purchase Order. No substitutions or cancellations will be permitted without the prior written approval of GALVESTON COUNTY Purchasing Department. Delivery shall be made only on weekdays from 8:00a.m. to 5:00p.m., unless prior approval for other delivery times has been obtained Any provisions herein for delivery of goods or perfo1rnance of services by installments shall not be construed as making the obligation of Vendor severable. C.O.D. shipments will not be accepted.

6. ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and all services perfo1rned under this Purchase Order shall be to the satisfaction of GALVESTON COUNTY and in accordance with the specifications, terms, and conditions of the Purchase Order and 3nY applicable contract. GALVESTON COUNTY reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

7. INVOICING AND PAYMENT: Vendor shall submit an itemized invoice showing GALVESTON COUNTY Purchase Order number. Invoices must agree in all respects with this Purchase Order. Payment will normally be remitted within thirty (30) days after receipt of a properly submitted invoice. Failure to submit invoices in accordance with the requirements herein may delay payment. All cash discounts offered will be taken if earned. Cash discount will be calculated from date of receipt of properly submitted invoice at the Invoice Address specified on the face of this Purchase Order.

8. TITLE & RISK OF LOSS: The title and risk of loss of the goods shall not pass to GALVESTON COUNTY until GALVESTON COUNTY actually receives and takes possession of the goods at the point or points of delivery.

9. ASSIGNMENT/DELEGATION: No right or interest in this Purchase Order shall be assigned, and no obligation of Vendor shall be delegated, to any third party without the prior written consent of GALVESTON COUNTY. Any such assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity wtth this paragraph.

10. INDEPENDENT CONTRACTOR: In performing any services hereunder Vendor is, and undertakes performance thereof as, an independent contractor, with sole responsibility for all per.ions employed in connection therewith, including without limitation, exclusive liability for the payment of all Federal, State, and local Unemployment and Disability Insurance and all Social Security and/or other taxes and contributions payable in respect of such persons, from and against which liability Vendor agrees to indemnify, exonerate and hold harmless GALVESTON COUNTY.

11. INSURANCE: If this Purchase Order requires the presence on GALVESTON COUNTY premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor agrees, prior to commencement of any services hereunder, to transmit to GALVESTON COUNTY certificates of insurance as specified m the contract between parties.

12. INDEMNIFICATION: Vendor shall indemnify, exonerate, hold harmless and defend GALVESTON COUNTY and the COUNTY COMMISSIONER'S COURT from and against any actions or suits and any claims, liability, damage, loss, cost or expense as a result of bodily injury or death and/or property damage arising out of or in connection with this Purchase Order, unless caused by the sole negligence of GALVESTON COUNTY.

13. WARRANTIES: In addition to all warranties established by law, Vendor hereby warrants and agrees that:

(a) All goods and services covered by this Purchase Order shall conform to the specifications, drawings, samples, or other descriptions set forth herein or otherwise furnished or adopted by GALVESTON COUNTY, and shall be merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. GALVESTON COUNTY shall have the right of inspection and approval, and may, at Vendor's expense, reject and return nonconforming goods or require re-petfo1rnance of services, which are not in compliance with the requirements of this Purchase Order. Defects shall not be deemed waived bv GALVESTON COUNTY'S failure to notify Vendor upon receipt of goods or completion of services, or by payment of invoice.

(b) All articles and/or services provided hereunder meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of this Purchase Order.

(c) All goods delivered pursuant to this Purchase Order shall confo1rn to standards established for such goods in accordance with any applicable Federal, State, or local laws and regulations. unless otherwise indicated herein.

(d) The use or sale of any goods delivered hereunder, or any part thereof; does not infringe any adverse existing patent, trademark, copyright, or other intellectual property right. Vendor shall indemnify, exonerate, and save harmless GALVESTON COUNTY, its customers, users of its products and its and their successors and assigns, or any of them, from and against any and all liability, damage, loss cost or expense incurred in connection with any claim, suit or action for actual or alleged infringement of any such rights, and Vendor shall defend, at its expense, any such claim suit or action brought against GALVESTON COUNTY, its customers, users of its products and its and their successors and assigns, or any of them.

The foregoing warranties shall survive acceptance of goods and performance of services hereunder.

14. NON-DISCLOSURE: Unless required by law or consented to in writing by GALVESTON COUNTY, no disclosure, description, or other communication of any sort shall be made by Vendor to any third party regarding GALVESTON COUNTY'S purchase of goods or services hereunder, or of the details and characteristics thereof. Anything furnished to Vendor by GALVESTON COUNIY pursuant to this Purchase Order, including without limitation, samples, drawings, patterns, and materials shall remain the prop of GALVESTON COUNTY, shall be held at Vendor's risk, and shall be returned upon completion of the work. No disclosure or reproduction thereof in any form shall be made without GALVESTON COUNIY'S prior written consent.

15. FORCE MAJEURE: Neither party hereto shall be liable for delays or failure to perform any term, condition, or covenant of this Purchase Order due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, material or labor restrictions by any government authority, any other natural disaster, or any other circumstances of like character which are beyond the reasonable control of either party. In the event of such delay or failure to perform, the period specified for performance hereunder may be extended for a period equal to the time lost by reasons of the delay, or the total Purchase Order may be reduced by the performance (or portions thereof) omitted during such delay. The proV1sions of this paragraph shall be effective notwithstanding that such circumstances shall have been operative at the date of this Purchase Order.

16. GOVERNING LAW: This Purchase Order shall be governed in accordance with the laws of the State of Texas. Venue shall lie in Galveston County.

17. COMPLIANCE WITH LAW: Vendor is aware of; is fully informed about, and in and regulations, including 1itle VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act (42 USC 6101 ct seq.), Non-segregated Facilities (41 CFR 60-741), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act ofl986! and Utilization of Small Business Concerns and Small Business Concerns Owned and Control ed by Socially and Economically Disadvantaged Individuals (pl96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.) and all federal laws and regulations, executive orders, state laws, and local laws as are applicable.

18. BUYER'S PREMISES RULES: If this Purchase Order requires the presence on GALVESTON COUNIY'S premises of Vendor's employees subcontractors or others under Vendor's control, Vendor shall comply with all applicable rules of such premises, including without limitation those relative to environmental quality, safety, fire prevention, no smoking, traffic, and parking.

19. ASSIGNMENT OF OVERCHARGE CLAIMS: Vendor hereby assigns to GALVESTON COUNTY any and all claims for overcharges associated with this Purchase Order arising under the antitrust laws of the United States, IS 0.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

20. VENDOR'S AFFIRMATIONS: By acceptance of this Purchase Order and/or furnishing any of the products or services specified herein, Vendor affirms the following:

(a) That Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection wiih this Purchase Order.

(b) That Vendor has not violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws.

(c) That no relationship, whether by relative, business associate, capital funding agreement, or any other such kinship, exists between Vendor and any current GALVESTON COUNTY employee, or any person previously employed by GALVESTON COUNTY within the immediate twelve (12) months prior to this award. If such relationship does exist, full disclosure must be made to the GALVESTON COUNTY Purchasing Agent prior to acceptance of Purchase Order for appropriate administrative review and approval.

(d) If Vendor is a corporation, that its Texas franchise taxes are current, or that the corporation is exempt from the payment of the franchise tax, or that the corporation is an out of-stale corporation that is not subject to Texas franchise tax, whichever is applicable.

21. OPEN RECORDS: All information, documentation, and other material submitted by Vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter552). Vendors are hereby notified that GALVESTON COUNTY strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how lo protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or Vendor, and are not intended to serve as a means to Withhold or delay disclosure of information not covered by these exceptions.

22. PURCHASING AGENT'S AUIHORITY: The Galveston County Purchasing Agent is authorized to act on the County's behalf on any matter set forth in this Purchase Order.

23. NON-WAIVER OF DEFAULTS: Any failure of GALVESTON COUNTY, at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Purchase Order, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of GALVESTON COUNTY at any time to avail itself of same.

24. SEVERABLILITY: In the event that any provision of this Purchase Order, or the application thereof to any person or circumstance, is determined by a competent Court of Law to be invalid, unlawful, or unenforceable to any extent, the remainder of this Purchase Order, and the application of such provision to persons or circumstances other than those to which it is determined to be unlawful, unenforceable, or invalid to any extent, shall continue to be valid and may be enforced to the fullest extent permitted by law.

Purchase Order	PO-0001928
Status	Issued
Invoice Status	Fully Paid
Budget Check Status	Pass

Summary

Company	The County of Galveston
Purchase Order Type	Standard Purchase
Supplier	MOTOROLA SOLUTIONS INC
Currency	USD
Document Date	03/12/2025
Line Total Amount	1,826,452.88
Requisition Type	Standard Purchase

Terms and Taxes

Payment Terms	Net 30
Due Date	
Default Payment Type	Check
Override Payment Type	
Credit Card	
Shipping Terms	FOB Destination
Shipping Method	Ground Shipping
Shipping Instructions	
Supplier Contract	SC-0000228 : Hgac Ra05-21 - Radio Comms/emergency Equipment

Contact Information

Issue Option	Print
Buyer	Erin Quiroga
Bill-To Contact	Erin Quiroga
Bill-To Contact Detail	Erin Quiroga
Bill-To Address	722 Moody Avenue Galveston, TX 77550 United States of America
Ship-To Contact	Lauren Michaels
Ship-To Contact Detail	Lauren Michaels
Ship-To Address	715 19th St. Galveston, TX 77550 United States of America
Memo	HGAC RA05-21

Goods Order Line	Line	Item	Item Description	Spend Category	Business Document Status	Tax	Tax Recoverability	Tax Option	Quantity	Unit of Measure	Unit Cost	Extended Amount	Due Date	Lead Time	Delivery Type	Retention	Down Payment	Prepaid	Deliver-To	Ship-To Address	Ship-To Contact	Manufacturer	Manufacturer Part Number	Additional Item Identifiers	Memo	Business Document Lines	*Fund	*Cost Center	Program	Project	Grant	Additional Worktags	Splits
PO-0001928 - Line 34	34		CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US; item number: PMPN4591B	Machinery and Equipment	Invoicing Status Fully Paid	Tax Applicability Tax Code			Ordered 8 Received 0 Invoiced 8	Each	1,349.47	10,795.76							722 Moody Courthouse Annex	715 19th St Galveston, TX 77550 United States of America	Lauren Michaels					REQ-0001501 Supplier Invoice: SI-0009044 - 10795.76 - Approved	3100 County Capital Projects Fund	110000 General Government	Galveston County Radios				
PO-0001928 - Line 35	35		SMARTCONNECT; item number: SSV01S01406A	Machinery and Equipment	Invoicing Status Fully Paid	Tax Applicability Tax Code			Ordered 268 Received 0 Invoiced 268	Each	75.00	20,100.00							722 Moody Courthouse Annex	715 19th St Galveston, TX 77550 United States of America	Lauren Michaels					REQ-0001501 Supplier Invoice: SI-0009044 - 20100 - Approved	3100 County Capital Projects Fund	110000 General Government	Galveston County Radios				
PO-0001928 - Line 36	36		CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US; item number: PMPN4604A	Machinery and Equipment	Invoicing Status Fully Paid	Tax Applicability Tax Code			Ordered 268 Received 0 Invoiced 268	Each	155.36	41,636.48							722 Moody Courthouse Annex	715 19th St Galveston, TX 77550 United States of America	Lauren Michaels					REQ-0001501 Supplier Invoice: SI-0009044 - 41636.48 - Approved	3100 County Capital Projects Fund	110000 General Government	Galveston County Radios				
PO-0001928 - Line 37	37		RM780 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68); item number: PMMN4128A	Machinery and Equipment	Invoicing Status Fully Paid	Tax Applicability Tax Code			Ordered 268 Received 0 Invoiced 268	Each	129.60	34,732.80							722 Moody Courthouse Annex	715 19th St Galveston, TX 77550 United States of America	Lauren Michaels					REQ-0001501 Supplier Invoice: SI-0009044 - 34732.8 - Approved	3100 County Capital Projects Fund	110000 General Government	Galveston County Radios				

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Purchase Order Event	Purchase Order Event	Step Completed	03/12/2025 04:18:24 PM	03/19/2025	Erin Quiroga	1	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	03/12/2025 04:18:24 PM			0	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	03/12/2025 04:18:25 PM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	03/12/2025 04:18:25 PM		Workday Service	1	
Purchase Order Event	Approval by Cost Center Manager	Not Required		03/19/2025		0	
Purchase Order Event	Approval by Project Manager	Not Required		03/19/2025		0	
Purchase Order Event	Approval by Grant Manager	Not Required		03/19/2025		0	
Purchase Order Event	Approval by Business Asset Tracking Specialist	Not Required		03/19/2025		0	
Purchase Order Event	Approval by Business Asset Accountant	Not Required		03/19/2025		0	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	03/12/2025 04:18:25 PM			0	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	03/12/2025 04:18:30 PM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	03/12/2025 04:18:30 PM		Workday Service	1	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Purchase Order Issue Event	Purchase Order Issue Event	Step Completed	03/12/2025 04:19:04 PM	03/13/2025	Erin Quiroga	1	

INVOICE

REECE SUPPLY CO OF HOUSTON
2606 BELL
HOUSTON TX 77003

INVOICE DATE	INVOICE NUMBER
01/20/25	S5177171.004

REMIT TO:
REECE SUPPLY COMPANY
PO BOX 170269
IRVING TX 75017-0269
Phone: 713-228-9496
Fax: 713-228-9499

PAGE NO.: 1 of 1

TO VIEW AND PAY YOUR BILLS ONLINE:
https://www.reecesupply.com

BILL TO:

GALVESTON COUNTY ROAD & BRIDGE
5115 HIGHWAY 3
DICKINSON TX 77539-7597

SHIP TO:

GALVESTON COUNTY ROAD & BRIDGE
5115 HIGHWAY 3
DICKINSON TX 77539-7597

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
71332	F501580		Dave Bayles

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Gary Harmon	DIRECT	Net Due 30 Days	01/20/25	10/01/24

DESCRIPTION	ORDER QTY	SHIP QTY	NET PRICE	EXT PRICE
SLA-JV330-160PartsPlus PARTS AND PHONE SUPPORT SECOND YEAR WARRANTY COVERS 1 HEAD & NONCONSUMABLE PARTS ** SPECIAL ORDER NONSTOCK ITEM ** Model: JV330-160 Serial: SERIAL# DP28B485 Galveston County Road & Bridge 5115 HIGHWAY 3 DICKINSON, TX 77539-7597 WILLIAM STINSON - 409-770-5375 Tiffany.Wallace@co.galveston.tx.us William.Stinson@co.galveston.tx.us	1	1	4,500.000	4,500.00

ONLINE BILL PAY AVAILABLE NOW!
Managing your Reece Supply invoices just got easier!
Ask me how you can sign up today!

Thank you for your business!

Subtotal	4,500.00
S&H Charges	0.00
Tax	0.00
Amount Due	4,!

Invoice is due by 02/19/25

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable

Past due invoices may be subject to a 1.50% late charge per month.

Galveston - Budget vs Actual - Company

Company	The County of Galveston
Period	FY2025 - Sep
Time Period	Current Period YTD
Plan Structure	Annual Budget Detail
Plan Name	FY2025-Adopted Budget
Worktags	FY25 Amended Budget Cost Center: 312110 Road Department Fund: 2301 Road and Bridge Fund
Ledger Account/Summary	
Book	Modified Accrual

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
Ledger Accounts	699,567.00	804,755.00	428,240.31	0.00	1,155.00	429,395.31	375,359.69	53.4%
4320000:Intergovernmental Revenues - State	(156,000.00)	(56,000.00)	(39,957.61)	0.00	0.00	(39,957.61)	(16,042.39)	71.4%
4803000:Commissions/Recycling	(650.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5100000:Salaries and Wages	300,873.00	304,612.00	299,609.10	0.00	0.00	299,609.10	5,002.90	98.4%
5130000:Overtime	300.00	300.00	173.70	0.00	0.00	173.70	126.30	57.9%
5151000:Group Insurance	38,160.00	38,160.00	30,748.62	0.00	0.00	30,748.62	7,411.38	80.6%
5152000:Payroll Tax Expense	4,366.00	4,421.00	4,167.91	0.00	0.00	4,167.91	253.09	94.3%
5153000:Pension	35,716.00	36,161.00	35,620.23	0.00	0.00	35,620.23	540.77	98.5%
5154000:Deferred Compensation Plan	23,612.00	23,906.00	12,442.16	0.00	0.00	12,442.16	11,463.84	52.0%
5155000:Unemployment	1,085.00	1,090.00	263.51	0.00	0.00	263.51	826.49	24.2%
5156000:Workers Compensation	35,000.00	35,000.00	0.00	0.00	0.00	0.00	35,000.00	0.0%
5159000:Other Employee Benefits	0.00	0.00	4,700.21	0.00	0.00	4,700.21	(4,700.21)	0.0%
5310000:Administrative Supplies	4,000.00	4,000.00	1,850.62	0.00	0.00	1,850.62	2,149.38	46.3%
5311000:Office and Administration Supplies	0.00	0.00	288.83	0.00	0.00	288.83	(288.83)	0.0%
5311100:General Operating Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5312000:Clothing and Personal Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5319000:General Operating Supplies - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5324000:Repair and Maintenance - Roads and Bridges Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5419000:Other Professional Services	43,450.00	43,450.00	43,107.38	0.00	0.00	43,107.38	342.62	99.2%
5421000:Utility Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5424000:Maintenance and Repairs - Buildings	2,000.00	2,000.00	1,563.79	0.00	0.00	1,563.79	436.21	78.2%
5425000:Maintenance and Repairs - Roads, Bridges and Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5426000:Rentals/Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5481000:Miscellaneous Contract Services	4,000.00	4,000.00	2,822.20	0.00	1,155.00	3,977.20	22.80	99.4%
Other Contract Services	4,000.00	4,000.00	2,822.20	0.00	1,155.00	3,977.20	22.80	99.4%
5491000:Insurance	322,000.00	322,000.00	0.00	0.00	0.00	0.00	322,000.00	0.0%
5496000:Travel and Transportation	8,655.00	8,655.00	3,696.89	0.00	0.00	3,696.89	4,958.11	42.7%
5498000:Professional Memberships	2,000.00	2,000.00	585.64	0.00	0.00	585.64	1,414.36	29.3%
5700000:Capital Outlays	31,000.00	31,000.00	26,557.13	0.00	0.00	26,557.13	4,442.87	85.7%
Heavy Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Machinery and Equipment	31,000.00	31,000.00	26,557.13	0.00	0.00	26,557.13	4,442.87	85.7%
Total Revenues	156,650.00	56,000.00	39,957.61	0.00	0.00	(39,957.61)	(16,042.39)	71.4%
Total Expenditures	856,217.00	860,755.00	468,197.92	0.00	1,155.00	469,352.92	391,402.08	54.5%
Net Total (Revenue - Expense)	(699,567.00)	(804,755.00)	(428,240.31)	0.00	(1,155.00)	429,395.31	375,359.69	53.4%

Company: The County of Galveston
Organization: Cost Center: 312110 Road Department
Year: FY2025
Ledger: Actuals
Status: Posted
Worktags: Machinery and Equipment
Adjustment Journal: No
Intercompany Journal: No
Reversed Journal: No
Recurring Journal: No
Threshold Met: No
Amount Equal To: 0
Amount Greater Than: 0
Amount Less Than: 0

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 01/01/2025	Supplier Invoice: SI-0000032	Business Asset Multibook Settlement		Posted	01/01/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	2,200.00	0.00	FR501713 2024-10-23		Machinery and Equipment		2301 Road and Bridge Fund	312110 Road Department					Cost Center: 312110 Road Department Fund: 2301 Road and Bridge Fund Spend Category: Machinery and Equipment Supplier: REECE SUPPLY CO OF HOUSTON	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 01/01/2025	Supplier Invoice: SI-0000036	Business Asset Multibook Settlement		Posted	01/01/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	17,597.51	0.00	FR501713 2024-10-23		Machinery and Equipment		2301 Road and Bridge Fund	312110 Road Department					Cost Center: 312110 Road Department Fund: 2301 Road and Bridge Fund Spend Category: Machinery and Equipment Supplier: REECE SUPPLY CO OF HOUSTON	
Operational Journal: The County of Galveston - 01/22/2025	Supplier Invoice: SI-0001500	Business Asset Multibook Settlement		Posted	01/22/2025	Supplier Invoice	Actuals	5700000:Capital Outlays	4,500.00	0.00	FR501713 2024-10-23		Machinery and Equipment		2301 Road and Bridge Fund	312110 Road Department					Cost Center: 312110 Road Department Fund: 2301 Road and Bridge Fund Spend Category: Machinery and Equipment Supplier: REECE SUPPLY CO OF HOUSTON	
JRN-0000190 - The County of Galveston - 11/30/2024 - FY2025-November Conversion				Posted	11/30/2024	Conversion	Actuals	5700000:Capital Outlays	2,259.62	0.00		2301312110-5741000	Machinery and Equipment		2301 Road and Bridge Fund	312110 Road Department					Cost Center: 312110 Road Department Fund: 2301 Road and Bridge Fund Spend Category: Machinery and Equipment	

PURCHASE ORDER

GALVESTON COUNTY, TEXAS

GALVESTON, TEXAS

VENDOR INFORMATION:

REECE SUPPLY CO OF HOUSTON
ATTN: 713-228-9496 - GARY HARMON 2606 BELL ST
HOUSTON, TX 77003
United States of America

SHOW THESE NOs. ON ALL PAPERWORK/BOXES:

Purchase Order Number: PO-0000265
Order Date: 10/31/2024
Requisition Number:
Requisition Date:
Bid Number:
Contract Number:

MAIL INVOICE DIRECTLY TO:

COUNTY OF GALVESTON - Accounts Payable
722 Moody Avenue, 4th Floor
Galveston, TX 77550
or send email to: APCLERK@CO.GALVESTON.TX.US

DELIVERY ADDRESS:

The County of Galveston
5115 HIGHWAY 3
DICKINSON, TX 77539
United States of America
Road and Bridge

TERMS AND CONDITIONS:

Vendors commencement of work on the goods or services subject to this Purchase Order or shipment of such goods shall be an acceptance of this Purchase Order in accordance with the terms and conditions that are accessible through the Purchasing Departments webpage location on the Galveston County, Texas website at https://www.galvestoncountytx.gov/home/showpublisheddocument/5868/637396581374870000

Line Number	Item Name	Description	Amount
1		JV330 SIGN FABRICATED PRINTER. MUTCD	25,992.00
3		FREIGHT	72.30

TOTAL 26,064.30

FAILURE TO DELIVER:
If the Vendor fails to deliver by the promised date, or reasonably thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the County reserves the right to purchase the specific item elsewhere and charge any increase in price and cost of handling to the Vendor. No substitutions or cancellations permitted without prior approval of the Purchasing Department of Galveston County.

SALES TAX EXEMPTION CERTIFICATE:
The undersigned claims an exemption from all sales taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from Vendor listed above.

By: _____

PURCHASING AGENT

THIS ORDER IS ISSUED SUBJECT TO GALVESTON COUNTY'S GENERAL TERMS AND CONDITIONS
ORIGINAL

TERMS AND CONDITIONS

I. COMPLETE AGREEMENT: This Purchase Order, which consists of these terms and conditions, the conditions contained within the referenced bid nunber, the contract entered into between Galveston County and Vendor (if any) and any other attached terms, conditions, and specifications of Galveston County, is the sole and exclusive agreement between the parties. It supersedes all other writings and is expressly conditioned upon Vendor's agreement to the conditions hereof. In addition, nothing herein shall be construed to be an acceptance of any terms of Vendor. In the event of any conflict between the terms and conditions of this Purchase Order and any Contract entered into between the County and the Vendor, the terms of the Contract shall prevail.

2. MODIFICATION: No modification of this Purchase Order shall be effective without Galveston County's prior written consent. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, supplement, or explain any terms used in this Purchase Order. Galveston County will not be bound by any oral statement, verbal agreement, or other representation contrary to the written specifications, terms, and conditions of this Purchase Order.

3. CANCELLATION: GALVESTON COUNTY shall have the right to cancel for default all or any part of this Purchase Order if Vendor breaches any of the terms, conditions, or requirements hereof, or if the Vendor becomes insolvent or commits acts of bankruptcy, or at any time for any reason or no reason prior to acceptance of delivery by GALVESTON COUNTY. Such right of cancellation is in addition to and not in lieu of any other remedies, which GALVESTON COUNTY may have in law or equity.

4. TERMINATION: The performance of work under this Purchase Order may be terminated in whole or in part by GALVESTON COUNIY in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the Purchase Order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of; rights of GALVESTON COUNTY set forth in Paragraph 3 above.

5. DELIVERY: Time is of the essence in this Purchase Order and if delivery of conforming goods or performance of services is not completed by the time(s) promised, GALVESTON COUNTY reserves the right, in addition lo its other rights and remedies, to cancel this Purchase Order, to reject nonconforming goods or services in whole or in part on reasonable notice to Vendor, and/or purchase substitute goods or services elsewhere and charge Vendor with any loss incurred. If delay in promised delivery is foreseen, Vendor shall give written notice to GALVESTON COUNTY, and the delivery date may be extended by GALVESTON COUNTY for valid reasons. Vendor must keep GALVESTON COUNTY advised at all times of status of Purchase Order. No substitutions or cancellations will be permitted without the prior written approval of GALVESTON COUNTY Purchasing Department. Delivery shall be made only on weekdays from 8:00a.m. to 5:00p.m., unless prior approval for other delivery times has been obtained Any provisions herein for delivery of goods or perfo1rnance of services by installments shall not be construed as making the obligation of Vendor severable. C.O.D. shipments will not be accepted.

6. ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and all services perfo1rned under this Purchase Order shall be to the satisfaction of GALVESTON COUNTY and in accordance with the specifications, terms, and conditions of the Purchase Order and 3nY applicable contract. GALVESTON COUNTY reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

7. INVOICING AND PAYMENT: Vendor shall submit an itemized invoice showing GALVESTON COUNTY Purchase Order number. Invoices must agree in all respects with this Purchase Order. Payment will normally be remitted within thirty (30) days after receipt of a properly submitted invoice. Failure to submit invoices in accordance with the requirements herein may delay payment. All cash discounts offered will be taken if earned. Cash discount will be calculated from date of receipt of properly submitted invoice at the Invoice Address specified on the face of this Purchase Order.

8. TITLE & RISK OF LOSS: The title and risk of loss of the goods shall not pass to GALVESTON COUNTY until GALVESTON COUNTY actually receives and takes possession of the goods at the point or points of delivery.

9. ASSIGNMENT/DELEGATION: No right or interest in this Purchase Order shall be assigned, and no obligation of Vendor shall be delegated, to any third party without the prior written consent of GALVESTON COUNTY. Any such assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity wtth this paragraph.

10. INDEPENDENT CONTRACTOR: In performing any services hereunder Vendor is, and undertakes performance thereof as, an independent contractor, with sole responsibility for all per.ions employed in connection therewith, including without limitation, exclusive liability for the payment of all Federal, State, and local Unemployment and Disability Insurance and all Social Security and/or other taxes and contributions payable in respect of such persons, from and against which liability Vendor agrees to indemnify, exonerate and hold harmless GALVESTON COUNTY.

11. INSURANCE: If this Purchase Order requires the presence on GALVESTON COUNTY premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor agrees, prior to commencement of any services hereunder, to transmit to GALVESTON COUNTY certificates of insurance as specified m the contract between parties.

12. INDEMNIFICATION: Vendor shall indemnify, exonerate, hold harmless and defend GALVESTON COUNTY and the COUNTY COMMISSIONER'S COURT from and against any actions or suits and any claims, liability, damage, loss, cost or expense as a result of bodily injury or death and/or property damage arising out of or in connection with this Purchase Order, unless caused by the sole negligence of GALVESTON COUNTY.

13. WARRANTIES: In addition to all warranties established by law, Vendor hereby warrants and agrees that:

(a) All goods and services covered by this Purchase Order shall conform to the specifications, drawings, samples, or other descriptions set forth herein or otherwise furnished or adopted by GALVESTON COUNTY, and shall be merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. GALVESTON COUNTY shall have the right of inspection and approval, and may, at Vendor's expense, reject and return nonconforming goods or require re-petfo1rnance of services, which are not in compliance with the requirements of this Purchase Order. Defects shall not be deemed waived bv GALVESTON COUNTY'S failure to notify Vendor upon receipt of goods or completion of services, or by payment of invoice.

(b) All articles and/or services provided hereunder meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of this Purchase Order.

(c) All goods delivered pursuant to this Purchase Order shall confo1rn to standards established for such goods in accordance with any applicable Federal, State, or local laws and regulations. unless otherwise indicated herein.

(d) The use or sale of any goods delivered hereunder, or any part thereof; does not infringe any adverse existing patent, trademark, copyright, or other intellectual property right. Vendor shall indemnify, exonerate, and save harmless GALVESTON COUNTY, its customers, users of its products and its and their successors and assigns, or any of them, from and against any and all liability, damage, loss cost or expense incurred in connection with any claim, suit or action for actual or alleged infringement of any such rights, and Vendor shall defend, at its expense, any such claim suit or action brought against GALVESTON COUNTY, its customers, users of its products and its and their successors and assigns, or any of them.

The foregoing warranties shall survive acceptance of goods and performance of services hereunder.

14. NON-DISCLOSURE: Unless required by law or consented to in writing by GALVESTON COUNTY, no disclosure, description, or other communication of any sort shall be made by Vendor to any third party regarding GALVESTON COUNTY'S purchase of goods or services hereunder, or of the details and characteristics thereof. Anything furnished to Vendor by GALVESTON COUNIY pursuant to this Purchase Order, including without limitation, samples, drawings, patterns, and materials shall remain the prop of GALVESTON COUNTY, shall be held at Vendor's risk, and shall be returned upon completion of the work. No disclosure or reproduction thereof in any form shall be made without GALVESTON COUNIY'S prior written consent.

15. FORCE MAJEURE: Neither party hereto shall be liable for delays or failure to perform any term, condition, or covenant of this Purchase Order due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, material or labor restrictions by any government authority, any other natural disaster, or any other circumstances of like character which are beyond the reasonable control of either party. In the event of such delay or failure to perform, the period specified for performance hereunder may be extended for a period equal to the time lost by reasons of the delay, or the total Purchase Order may be reduced by the performance (or portions thereof) omitted during such delay. The proV1sions of this paragraph shall be effective notwithstanding that such circumstances shall have been operative at the date of this Purchase Order.

16. GOVERNING LAW: This Purchase Order shall be governed in accordance with the laws of the State of Texas. Venue shall lie in Galveston County.

17. COMPLIANCE WITH LAW: Vendor is aware of; is fully informed about, and in and regulations, including 1itle VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act (42 USC 6101 ct seq.), Non-segregated Facilities (41 CFR 60-741), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act ofl986! and Utilization of Small Business Concerns and Small Business Concerns Owned and Control ed by Socially and Economically Disadvantaged Individuals (pl96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.) and all federal laws and regulations, executive orders, state laws, and local laws as are applicable.

18. BUYER'S PREMISES RULES: If this Purchase Order requires the presence on GALVESTON COUNIY'S premises of Vendor's employees subcontractors or others under Vendor's control, Vendor shall comply with all applicable rules of such premises, including without limitation those relative to environmental quality, safety, fire prevention, no smoking, traffic, and parking.

19. ASSIGNMENT OF OVERCHARGE CLAIMS: Vendor hereby assigns to GALVESTON COUNTY any and all claims for overcharges associated with this Purchase Order arising under the antitrust laws of the United States, IS 0.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

20. VENDOR'S AFFIRMATIONS: By acceptance of this Purchase Order and/or furnishing any of the products or services specified herein, Vendor affirms the following:

(a) That Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection wiih this Purchase Order.

(b) That Vendor has not violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws.

(c) That no relationship, whether by relative, business associate, capital funding agreement, or any other such kinship, exists between Vendor and any current GALVESTON COUNTY employee, or any person previously employed by GALVESTON COUNTY within the immediate twelve (12) months prior to this award. If such relationship does exist, full disclosure must be made to the GALVESTON COUNTY Purchasing Agent prior to acceptance of Purchase Order for appropriate administrative review and approval.

(d) If Vendor is a corporation, that its Texas franchise taxes are current, or that the corporation is exempt from the payment of the franchise tax, or that the corporation is an out of-stale corporation that is not subject to Texas franchise tax, whichever is applicable.

21. OPEN RECORDS: All information, documentation, and other material submitted by Vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter552). Vendors are hereby notified that GALVESTON COUNTY strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how lo protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or Vendor, and are not intended to serve as a means to Withhold or delay disclosure of information not covered by these exceptions.

22. PURCHASING AGENT'S AUIHORITY: The Galveston County Purchasing Agent is authorized to act on the County's behalf on any matter set forth in this Purchase Order.

23. NON-WAIVER OF DEFAULTS: Any failure of GALVESTON COUNTY, at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Purchase Order, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of GALVESTON COUNTY at any time to avail itself of same.

24. SEVERABLILITY: In the event that any provision of this Purchase Order, or the application thereof to any person or circumstance, is determined by a competent Court of Law to be invalid, unlawful, or unenforceable to any extent, the remainder of this Purchase Order, and the application of such provision to persons or circumstances other than those to which it is determined to be unlawful, unenforceable, or invalid to any extent, shall continue to be valid and may be enforced to the fullest extent permitted by law.

Purchase Order	PO-0000265
Status	Closed
Invoice Status	Partially Paid

Summary

Company	The County of Galveston
Purchase Order Type	Standard Purchase
External PO Number	F501580
Supplier	REECE SUPPLY CO OF HOUSTON
Currency	USD
Document Date	10/31/2024
Line Total Amount	26,064.30

Terms and Taxes

Payment Terms	Net 30
Due Date	
Default Payment Type	Check
Override Payment Type	
Credit Card	
Shipping Terms	FOB Destination
Shipping Method	Ground Shipping
Shipping Instructions	
Supplier Contract	

Contact Information

Issue Option	Print
Buyer	Melissa Fleming
Bill-To Contact	
Bill-To Contact Detail	Joe Furman
Bill-To Address	722 Moody Avenue Galveston, TX 77550 United States of America
Ship-To Contact	
Ship-To Contact Detail	Road and Bridge
Ship-To Address	5115 HIGHWAY 3 DICKINSON, TX 77539 United States of America
Memo	
Internal Memo	QUOTES REECE $25,992.00 GSG $25,998.31 GRIMCO $23,255.00 ARMADILLO $19,378.00 END USE DEPARTMENT DOES NOT SELECT LOWEST VENDOR BECAUSE IT WOULD REQUIRE SOFTWARE UPGRADE. SELECTED VENDOR CAN UTILIZE EXISTING SOFTWARE PER TIFFANY WALLACE/ERIN QUIROGA (10/23/2024 EQ) ADD LINE ITEM 3 PER MENDY JONES (10/30/2024 EQ) ADD LINE ITEM #2 PER TIFFANY WALLACE (10/30/2024 EQ)

Additional Information

Close Reason Other
Closed on 03/13/2025 03:50:58.657 PM
Closed by Cristina Mendoza

Service Lines

Service Order Line	Additional Information	Line	Item	Description	Spend Category	Business Document Status	Tax	Tax Recoverability	Tax Option	Amount	Due Date	Start Date	End Date	Retention	Down Payment	Prepaid	Deliver-To	Ship-To Address	Ship-To Contact	Memo	Location	Business Document Lines	*Fund	*Cost Center	Program	Project	Grant	Additional Worktags	Splits
PO-0000265 - Line 1	**Close Reason** Other **Closed on** 03/13/2025 03:50:58.657 PM **Closed by** Cristina Mendoza	1		JV330 SIGN FABRICATED PRINTER. MUTCD	Machinery and Equipment	**Invoicing Status** Partially Paid	**Tax Applicability** **Tax Code**			**Ordered** 25,992.00 **Received** 0.00 **Invoiced** 24,297.51								5115 HIGHWAY 3 DICKINSON, TX 77539 United States of America		FR501713 2024-10-23		Supplier Invoice: SI-0000032 - 2200 - Approved Supplier Invoice: SI-0000036 - 17597.51 - Approved Supplier Invoice: SI-0001500 - 4500 - Approved	2301 Road and Bridge Fund	312110 Road Department					
PO-0000265 - Line 3	**Close Reason** Other **Closed on** 03/13/2025 03:50:58.657 PM **Closed by** Cristina Mendoza	3		FREIGHT	Machinery and Equipment		**Tax Applicability** **Tax Code**			**Ordered** 72.30 **Received** 0.00 **Invoiced** 0.00								5115 HIGHWAY 3 DICKINSON, TX 77539 United States of America		FR501713 2024-10-23			2301 Road and Bridge Fund	312110 Road Department					

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Purchase Order Event	Purchase Order Event	Step Completed	01/07/2025 08:16:33 AM	01/14/2025	jfurman-impl / Joe Furman	1	
Purchase Order Issue Event	Purchase Order Issue Event	Step Completed	01/07/2025 08:23:33 AM	01/08/2025	jfurman-impl / Joe Furman	1	

PO-0000265 REECE CLOSE PO REQUEST.msg

File Name PO-0000265 REECE CLOSE PO REQUEST.msg
Content Type application/octet-stream
Updated By Cristina Mendoza
Upload Date 03/13/2025 03:49:31 PM
Attachment Category
External No
Comment CLOSE PO REQUEST 03/07/2025

Printing Runs

Printed Date	Issue Option	PDF File
01/07/2025 08:18:52 AM	Print	PO-0000265 2025-01-07 06_18_52-0800.pdf
01/07/2025 08:16:33 AM	Print	PO-0000265 2025-01-07 06_16_33-0800.pdf

Balances

Line and Line Splits	Obligation Quantity	Obligation Quantity Liquidated	Obligation Quantity Remaining	Obligation Amount	Obligation Amount Liquidated	Obligation Amount Remaining	Currency
PO-0000265 - Line 1	0	0	0	25,992.00	25,992.00	0.00	USD
PO-0000265 - Line 3	0	0	0	72.30	72.30	0.00	USD
			Total:	26,064.30	26,064.30	0.00	

Securitas Technology

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685

Install Invoice

Your Invoice at a Glance	
Invoice #	6005106695
Date	06/16/2025
Invoice Amount	$97,919.91
Payer Acct. ID	10708826
Quote	21001177
Project ID	1US.00087180
PO#(if applicable)	F406694
Total Pages	1 of 1

GALVESTON COUNTY COURTHOUSE
722 MOODY AVE FL 4
GALVESTON TX 77550

Federal Tax ID # 20-1044950

Installation Invoice Detail

Customer Location #:

Site Address: GALVESTON COUNTY LAW ENFORCEME,601 54TH ST, GALVESTON, TX,77551-4246

System Type: ACCESS

Site ID# 0020113047

Billing Notes:

Description	
Contract Value (PreTax):	$97,919.91
Final Billing - Labor	$37,795.38
Final Billing - Materials	$60,124.53

Taxable Rate = 0.00%

Sub Total	$97,919.91
Tax Amount	$0.00
Total Invoice Amount (USD)	$97,919.91

RECEIVED JUN 27 2025

TERMS: Due Upon Receipt

- **Cut Here and Return With Payment** -

Remittance

BY CHECK

Mail To:	Securitas Technology Corporation Dept. CH 10651 Palatine, IL 60055

ELECTRONIC

Remittance Email	css-achremittance@securitas.com
Bank Name	Bank of New York Mellon
Routing #	043000261
Beneficiary Name	Securitas Technology Corporation
Beneficiary Account	0000127327
Swift	IRVTUS3N
Account Type	Checking

ONLINE PAYMENT & INVOICE MANAGEMENT NOW AVAILABLE

BILL PAY & ENROLLMENT https://www.payerexpress.com/ebp/SECURITASTC

Inquiries

For Questions and Account Changes:

Billing Inquiries	866-965-9214
Email	customerexperience@securitas.com

Visit us at www.securitastechnology.com

Your Invoice at a Glance	
Invoice #	6005106695
Date	06/16/2025
Invoice Amount	$97,919.91
Payer Acct. ID	10708826

Banking scams are on the rise. Securitas Technology banking information has not changed. Do not respond to the requests for t information or banking changes. If you have any questions, reach out to your securitas representative directly.

0100000 02 02 005085 005149 P

Galveston - Budget vs Actual - Company

Details

Company	The County of Galveston	**Plan Name**	FY2025-Adopted Budget FY25 Amended Budget
Period	FY2025 - Sep	**Worktags**	Cost Center: 159100 Information Technology Fund: 1101 General Fund
Time Period	Current Period YTD		
Plan Structure	Annual Budget Detail	**Book**	Modified Accrual

39 items

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
Repair and Maintenance - Equipment	234,900.00	545,701.38	434,838.31	0.00	(317,774.73)	117,063.58	428,637.80	21.5%
5425000:Maintenance and Repairs - Roads, Bridges and Other	0.00	0.00	0.00	0.00	317,774.73	317,774.73	(317,774.73)	0.0%
5426000:Rentals/Leases	6,000.00	88,000.00	74,167.48	0.00	10,197.00	84,364.48	3,635.52	95.9%
5481000:Miscellaneous Contract Services	731,700.00	1,000,351.94	630,499.94	0.00	273,579.06	904,079.00	96,272.94	90.4%
5491000:Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5492000:Communications	1,018,500.00	1,018,500.00	710,046.07	0.00	37,585.20	747,631.27	270,868.73	73.4%
5495000:Education and Training	20,000.00	20,000.00	14,840.16	0.00	4,368.00	19,208.16	791.84	96.0%
5496000:Travel and Transportation	26,000.00	26,000.00	12,016.03	0.00	0.00	12,016.03	13,983.97	46.2%
5498000:Professional Memberships	300.00	300.00	0.00	0.00	0.00	0.00	300.00	0.0%
5499000:Other Services - Miscellaneous	0.00	481.13	481.13	0.00	0.00	481.13	0.00	100.0%
5700000:Capital Outlays	3,167,393.00	361,464.62	130,598.12	0.00	227,690.07	358,288.19	3,176.43	99.1%
Furniture and Fixtures	27,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscriptions Based IT Agreement - Capital	2,982,393.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Technology Hardware	158,000.00	361,464.62	130,598.12	0.00	227,690.07	358,288.19	3,176.43	99.1%

Company: The County of Galveston
Organization: Cost Center: 159100 Information Technology
Fund: 1101 General Fund
Year: FY2025
Period: Jun
Ledger: Actuals
Status: Posted
Accounting Date On or After: 06/27/2025
Worktags: Repair and Maintenance - Equipment
Adjustment Journal: No
Intercompany Journal: No
Reversed Journal: No
Recurring Journal: No
Threshold Met: No
Amount Equal To: 0
Amount Greater Than: 0
Amount Less Than: 0

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012100	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	7,722.57	0.00	FR501759 2024-10-23		Repair and Maintenance - Equipment		1101 General Fund	159100 Information Technology					Cost Center: 159100 Information Technology Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Securitas Technology Corporation	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012100	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	1,138.41	0.00	FR501759 2024-10-23		Repair and Maintenance - Equipment		1101 General Fund	159100 Information Technology					Cost Center: 159100 Information Technology Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Securitas Technology Corporation	
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012114	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	40.00	0.00	FR501206 2024-10-02		Repair and Maintenance - Equipment		1101 General Fund	522020 Beach and Parks Department					Cost Center: 522020 Beach and Parks Department Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Robstown Hardware Company	
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012099	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	8,879.60	0.00	FR501754 2024-10-23		Repair and Maintenance - Equipment		1101 General Fund	159100 Information Technology					Cost Center: 159100 Information Technology Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Securitas Technology Corporation	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012099	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	833.33	0.00	FR501754 2024-10-23		Repair and Maintenance - Equipment		1101 General Fund	159100 Information Technology					Cost Center: 159100 Information Technology Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Securitas Technology Corporation	
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012099	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	32,537.50	0.00	FR501754 2024-10-23		Repair and Maintenance - Equipment		1101 General Fund	159100 Information Technology					Cost Center: 159100 Information Technology Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Securitas Technology Corporation	
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012099	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	11,907.49	0.00	FR501754 2024-10-23		Repair and Maintenance - Equipment		1101 General Fund	159100 Information Technology					Cost Center: 159100 Information Technology Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Securitas Technology Corporation	

Journal	Operational Transaction	Account Posting Rule	Intercompany Initiating Company	Status	Accounting Date	Source	Ledger	Ledger Account	Ledger Debit Amount	Ledger Credit Amount	Line Memo	External Reference ID	Spend Category	Revenue Category	Fund	Cost Center	Program	Grant	Project	Location	Worktags	Match ID
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012099	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	102.24	0.00	FR501754 2024-10-23		Repair and Maintenance - Equipment		1101 General Fund	159100 Information Technology					Cost Center: 159100 Information Technology Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Securitas Technology Corporation	
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012099	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	16,887.78	0.00	FR501754 2024-10-23		Repair and Maintenance - Equipment		1101 General Fund	159100 Information Technology					Cost Center: 159100 Information Technology Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Securitas Technology Corporation	
Operational Journal: The County of Galveston - 06/27/2025	Supplier Invoice: SI-0012099	Spend		Posted	06/27/2025	Supplier Invoice	Actuals	5423000:Maintenance and Repairs - Service Equipment	46.64	0.00	FR501754 2024-10-23		Repair and Maintenance - Equipment		1101 General Fund	159100 Information Technology					Cost Center: 159100 Information Technology Fund: 1101 General Fund Spend Category: Repair and Maintenance - Equipment Supplier: Securitas Technology Corporation	



PURCHASE ORDER

GALVESTON COUNTY, TEXAS

GALVESTON, TEXAS

VENDOR INFORMATION:

Securitas Technology Corporation
DEPT CH.10651
PALATINE, IL 60055
United States of America

SHOW THESE NOs. ON ALL PAPERWORK/BOXES:

Purchase Order Number: PO-0000299
Order Date: 10/24/2024
Requisition Number:
Requisition Date:
Bid Number:
Contract Number:

MAIL INVOICE DIRECTLY TO:

COUNTY OF GALVESTON - Accounts Payable
722 Moody Avenue, 4th Floor
Galveston, TX 77550
or send email to: APCLERK@CO.GALVESTON.TX.US

DELIVERY ADDRESS:

The County of Galveston
722 MOODY AVE
2ND FL
GALVESTON, TX 77550
United States of America
Information Technology

TERMS AND CONDITIONS:

Vendors commencement of work on the goods or services subject to this Purchase Order or shipment of such goods shall be an acceptance of this Purchase Order in accordance with the terms and conditions that are accessible through the Purchasing Departments webpage location on the Galveston County, Texas website at https://www.galvestoncountytx.gov/home/showpublisheddocument/5868/637396581374870000

Line Number	Item Name	Description	Amount
1		MATERIALS- LIFESAFETY POWER PREWIRED	4,692.20
2		MATERIALS- LIFESAFETY POWER	15,428.72
3		MATERIALS- LENEL INTELLIGENT DUAL READER	8,879.60
4		MATERIALS- LENEL DUAL READER INTERFACE	16,887.78
5		MATERIALS- LENEL BLUEDIAMOND MOBIL READY;	11,907.49
6		MATERIALS- GRI MOQ 10- STEELDR WDGP BR;	46.64
7		MATERIALS- BOSCH-REQUEST TO EXIT PIR,	215.58
8		MATERIALS- PAIGE ACCESS COMP SHLD18/6,	1,766.78
9		MATERIALS- PAIGE 18/2 STR CMP 500FT BOX	102.24
10		MATERIALS- ALARM CONTROLS 2 IN. RED PUSH	197.50
11		FREIGHT AND HANDLING	833.33
12		LABOR- PROJECT SUPERVISION	370.00
13		SERVICE- INSTALLATION AND PROGRAMMING	32,537.50
14		SERVICE- MISC. CONNECTORS	363.64
15		SERVICE- LOCKSMITH MATERIALS AND LABOR	3,690.91

TOTAL **97,919.91**

FAILURE TO DELIVER:
If the Vendor fails to deliver by the promised date, or reasonably thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the County reserves the right to purchase the specific item elsewhere and charge any increase in price and cost of handling to the Vendor. No substitutions or cancellations permitted without prior approval of the Purchasing Department of Galveston County.

SALES TAX EXEMPTION CERTIFICATE:
The undersigned claims an exemption from all sales taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from Vendor listed above.



By: _____

PURCHASING AGENT

THIS ORDER IS ISSUED SUBJECT TO GALVESTON COUNTY'S GENERAL TERMS AND CONDITIONS
ORIGINAL

TERMS AND CONDITIONS

I. COMPLETE AGREEMENT: This Purchase Order, which consists of these terms and conditions, the conditions contained within the referenced bid nunber, the contract entered into between Galveston County and Vendor (if any) and any other attached terms, conditions, and specifications of Galveston County, is the sole and exclusive agreement between the parties. It supersedes all other writings and is expressly conditioned upon Vendor's agreement to the conditions hereof. In addition, nothing herein shall be construed to be an acceptance of any terms of Vendor. In the event of any conflict between the terms and conditions of this Purchase Order and any Contract entered into between the County and the Vendor, the terms of the Contract shall prevail.

2. MODIFICATION: No modification of this Purchase Order shall be effective without Galveston County's prior written consent. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, supplement, or explain any terms used in this Purchase Order. Galveston County will not be bound by any oral statement, verbal agreement, or other representation contrary to the written specifications, terms, and conditions of this Purchase Order.

3. CANCELLATION: GALVESTON COUNTY shall have the right to cancel for default all or any part of this Purchase Order if Vendor breaches any of the terms, conditions, or requirements hereof, or if the Vendor becomes insolvent or commits acts of bankruptcy, or at any time for any reason or no reason prior to acceptance of delivery by GALVESTON COUNTY. Such right of cancellation is in addition to and not in lieu of any other remedies, which GALVESTON COUNTY may have in law or equity.

4. TERMINATION: The performance of work under this Purchase Order may be terminated in whole or in part by GALVESTON COUNIY in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the Purchase Order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of; rights of GALVESTON COUNTY set forth in Paragraph 3 above.

5. DELIVERY: Time is of the essence in this Purchase Order and if delivery of conforming goods or performance of services is not completed by the time(s) promised, GALVESTON COUNTY reserves the right, in addition lo its other rights and remedies, to cancel this Purchase Order, to reject nonconforming goods or services in whole or in part on reasonable notice to Vendor, and/or purchase substitute goods or services elsewhere and charge Vendor with any loss incurred. If delay in promised delivery is foreseen, Vendor shall give written notice to GALVESTON COUNTY, and the delivery date may be extended by GALVESTON COUNTY for valid reasons. Vendor must keep GALVESTON COUNTY advised at all times of status of Purchase Order. No substitutions or cancellations will be permitted without the prior written approval of GALVESTON COUNTY Purchasing Department. Delivery shall be made only on weekdays from 8:00a.m. to 5:00p.m., unless prior approval for other delivery times has been obtained Any provisions herein for delivery of goods or perfo1rnance of services by installments shall not be construed as making the obligation of Vendor severable. C.O.D. shipments will not be accepted.

6. ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and all services perfo1rned under this Purchase Order shall be to the satisfaction of GALVESTON COUNTY and in accordance with the specifications, terms, and conditions of the Purchase Order and 3nY applicable contract. GALVESTON COUNTY reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

7. INVOICING AND PAYMENT: Vendor shall submit an itemized invoice showing GALVESTON COUNTY Purchase Order number. Invoices must agree in all respects with this Purchase Order. Payment will normally be remitted within thirty (30) days after receipt of a properly submitted invoice. Failure to submit invoices in accordance with the requirements herein may delay payment. All cash discounts offered will be taken if earned. Cash discount will be calculated from date of receipt of properly submitted invoice at the Invoice Address specified on the face of this Purchase Order.

8. TITLE & RISK OF LOSS: The title and risk of loss of the goods shall not pass to GALVESTON COUNTY until GALVESTON COUNTY actually receives and takes possession of the goods at the point or points of delivery.

9. ASSIGNMENT/DELEGATION: No right or interest in this Purchase Order shall be assigned, and no obligation of Vendor shall be delegated, to any third party without the prior written consent of GALVESTON COUNTY. Any such assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity wtth this paragraph.

10. INDEPENDENT CONTRACTOR: In performing any services hereunder Vendor is, and undertakes performance thereof as, an independent contractor, with sole responsibility for all per.ions employed in connection therewith, including without limitation, exclusive liability for the payment of all Federal, State, and local Unemployment and Disability Insurance and all Social Security and/or other taxes and contributions payable in respect of such persons, from and against which liability Vendor agrees to indemnify, exonerate and hold harmless GALVESTON COUNTY.

11. INSURANCE: If this Purchase Order requires the presence on GALVESTON COUNTY premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor agrees, prior to commencement of any services hereunder, to transmit to GALVESTON COUNTY certificates of insurance as specified m the contract between parties.

12. INDEMNIFICATION: Vendor shall indemnify, exonerate, hold harmless and defend GALVESTON COUNTY and the COUNTY COMMISSIONER'S COURT from and against any actions or suits and any claims, liability, damage, loss, cost or expense as a result of bodily injury or death and/or property damage arising out of or in connection with this Purchase Order, unless caused by the sole negligence of GALVESTON COUNTY.

13. WARRANTIES: In addition to all warranties established by law, Vendor hereby warrants and agrees that:

(a) All goods and services covered by this Purchase Order shall conform to the specifications, drawings, samples, or other descriptions set forth herein or otherwise furnished or adopted by GALVESTON COUNTY, and shall be merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. GALVESTON COUNTY shall have the right of inspection and approval, and may, at Vendor's expense, reject and return nonconforming goods or require re-petfo1rnance of services, which are not in compliance with the requirements of this Purchase Order. Defects shall not be deemed waived bv GALVESTON COUNTY'S failure to notify Vendor upon receipt of goods or completion of services, or by payment of invoice.

(b) All articles and/or services provided hereunder meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of this Purchase Order.

(c) All goods delivered pursuant to this Purchase Order shall confo1rn to standards established for such goods in accordance with any applicable Federal, State, or local laws and regulations. unless otherwise indicated herein.

(d) The use or sale of any goods delivered hereunder, or any part thereof; does not infringe any adverse existing patent, trademark, copyright, or other intellectual property right. Vendor shall indemnify, exonerate, and save harmless GALVESTON COUNTY, its customers, users of its products and its and their successors and assigns, or any of them, from and against any and all liability, damage, loss cost or expense incurred in connection with any claim, suit or action for actual or alleged infringement of any such rights, and Vendor shall defend, at its expense, any such claim suit or action brought against GALVESTON COUNTY, its customers, users of its products and its and their successors and assigns, or any of them.

The foregoing warranties shall survive acceptance of goods and performance of services hereunder.

14. NON-DISCLOSURE: Unless required by law or consented to in writing by GALVESTON COUNTY, no disclosure, description, or other communication of any sort shall be made by Vendor to any third party regarding GALVESTON COUNTY'S purchase of goods or services hereunder, or of the details and characteristics thereof. Anything furnished to Vendor by GALVESTON COUNIY pursuant to this Purchase Order, including without limitation, samples, drawings, patterns, and materials shall remain the prop of GALVESTON COUNTY, shall be held at Vendor's risk, and shall be returned upon completion of the work. No disclosure or reproduction thereof in any form shall be made without GALVESTON COUNIY'S prior written consent.

15. FORCE MAJEURE: Neither party hereto shall be liable for delays or failure to perform any term, condition, or covenant of this Purchase Order due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, material or labor restrictions by any government authority, any other natural disaster, or any other circumstances of like character which are beyond the reasonable control of either party. In the event of such delay or failure to perform, the period specified for performance hereunder may be extended for a period equal to the time lost by reasons of the delay, or the total Purchase Order may be reduced by the performance (or portions thereof) omitted during such delay. The proV1sions of this paragraph shall be effective notwithstanding that such circumstances shall have been operative at the date of this Purchase Order.

16. GOVERNING LAW: This Purchase Order shall be governed in accordance with the laws of the State of Texas. Venue shall lie in Galveston County.

17. COMPLIANCE WITH LAW: Vendor is aware of; is fully informed about, and in and regulations, including 1itle VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act (42 USC 6101 ct seq.), Non-segregated Facilities (41 CFR 60-741), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act ofl986! and Utilization of Small Business Concerns and Small Business Concerns Owned and Control ed by Socially and Economically Disadvantaged Individuals (pl96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.) and all federal laws and regulations, executive orders, state laws, and local laws as are applicable.

18. BUYER'S PREMISES RULES: If this Purchase Order requires the presence on GALVESTON COUNIY'S premises of Vendor's employees subcontractors or others under Vendor's control, Vendor shall comply with all applicable rules of such premises, including without limitation those relative to environmental quality, safety, fire prevention, no smoking, traffic, and parking.

19. ASSIGNMENT OF OVERCHARGE CLAIMS: Vendor hereby assigns to GALVESTON COUNTY any and all claims for overcharges associated with this Purchase Order arising under the antitrust laws of the United States, IS 0.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

20. VENDOR'S AFFIRMATIONS: By acceptance of this Purchase Order and/or furnishing any of the products or services specified herein, Vendor affirms the following:

(a) That Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection wiih this Purchase Order.

(b) That Vendor has not violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws.

(c) That no relationship, whether by relative, business associate, capital funding agreement, or any other such kinship, exists between Vendor and any current GALVESTON COUNTY employee, or any person previously employed by GALVESTON COUNTY within the immediate twelve (12) months prior to this award. If such relationship does exist, full disclosure must be made to the GALVESTON COUNTY Purchasing Agent prior to acceptance of Purchase Order for appropriate administrative review and approval.

(d) If Vendor is a corporation, that its Texas franchise taxes are current, or that the corporation is exempt from the payment of the franchise tax, or that the corporation is an out of-stale corporation that is not subject to Texas franchise tax, whichever is applicable.

21. OPEN RECORDS: All information, documentation, and other material submitted by Vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter552). Vendors are hereby notified that GALVESTON COUNTY strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how lo protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or Vendor, and are not intended to serve as a means to Withhold or delay disclosure of information not covered by these exceptions.

22. PURCHASING AGENT'S AUIHORITY: The Galveston County Purchasing Agent is authorized to act on the County's behalf on any matter set forth in this Purchase Order.

23. NON-WAIVER OF DEFAULTS: Any failure of GALVESTON COUNTY, at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Purchase Order, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of GALVESTON COUNTY at any time to avail itself of same.

24. SEVERABLILITY: In the event that any provision of this Purchase Order, or the application thereof to any person or circumstance, is determined by a competent Court of Law to be invalid, unlawful, or unenforceable to any extent, the remainder of this Purchase Order, and the application of such provision to persons or circumstances other than those to which it is determined to be unlawful, unenforceable, or invalid to any extent, shall continue to be valid and may be enforced to the fullest extent permitted by law.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*40.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-193-1110-C
Auditor- Request transfer from within Beach Maintenance - Heavy Equipment to Vehicles to fund UTV reclassification

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 3:31 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 11/10/2025 : BAT-0000369

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000369
Amendment Date 11/10/2025
Description Fixed Asset Recon UTV's BA-For 11.10.25 CC
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	522042 Beach Maintenance	2601 Beach and Parks Fund		Vehicles			$77,285.00	$0.00	Reclassify UTV's Spend Cat-11.10.25 CC	
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	522042 Beach Maintenance	2601 Beach and Parks Fund		Heavy Equipment			$0.00	$77,285.00	Reclassify UTV's Spend Cat-11.10.25 CC	

FY25 Budget Amendment Request-UTVs.pdf

File Name FY25 Budget Amendment Request-UTVs.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 10/20/2025 12:07:11 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/27/2025 05:29:55 PM	10/28/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/28/2025 09:46:15 AM		Lee Clemmer (Budget Specialist)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/28/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/29/2025 12:04:13 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/29/2025 01:07:53 PM	10/31/2025	Julie Walker (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 09:56:22 AM	10/31/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

COUNTY OF GALVESTON

Budget Amendment

WORKDAY FINANCIAL SYSTEM

Workday Entry#:

	Accounts					
DESCRIPTION/WORKTAG	**FUND NUMBER**	**COST CENTER**	**LEDGER ACCOUNT**	**SPEND/REVENUE CATEGORY**	**DEBIT**	**CREDIT**
FY25 Budget Amendment for FA Recon-UTV's						
	2601	522042	5700000	Vehicles	77,285.00	
	2601	522042	5700000	Heavy Equipment		77,285.00
To reclassify UTV's to the correct spend category.						

UV COUNTRY, INC. dba UVC POWERSPORTS TRACTORS & OUTDOORS
Po Box 2729 Alvin, TX 77512-2729
2616 TX 35 LOOP Alvin, TX 77511
Ph: 281-824-1198 * Fx:713-242-9102
Site: UVC1stop.com

INVOICE

Date: 2-21-2025 INVOICE #: 13809-13814

*Family Owned & Operated * Texas Veteran Woman Owned Small Business*
DUNS # 169-83-0523 * Fed Tax ID # 42-1655301

Sold To:
COUNTY OF GALVESTON ACCOUNTS PAYABLE
722 MOODY AVENUE, 4TH FLOOR
GALVESTON, TX 77550
APCLERK@CO.GALVESTON.TX.US

Customer picked units up 2-21-2025

erin.quiroga@co.galveston.tx.us 409-770-5391

William.Comeaux@co.galveston.tx.us 409-789-2217

REQ NUMBER	REQ DATE	PURCHASE ORDER #	TERMS	DATE PICKED UP
REQ-0000461	1/30/2025	PO-0000946-1 - ORDER DATE: 2-4-2025	NET 30	2/21/2025

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
1	**2025 Kawasaki MULE PRO FXT LE: MODEL KAT1000ASSNN - COLOR ICE GRAY TWO BENCH, SIX PASSENGER. INC 3 YR WARRANTY.** **Mule 1 OF 6- VIN# JKAATCA19SB506027 * MULE 2 OF 6: VIN# JKAATCA13SB506394** **INCLUDES THE FOLLOWING INSTALLED UPGRADES:** UNDERCOATING, 3 POS DOT WINDSHIELD, ACCESSORY FUSE BOX, POLICE SIREN PA SYSTEM KIT, 2 SETS OF 4" LED POD LIGHTS INSTALLED FRONT AND REAR, REAR VIEW MIRROR AND SIDE MIRRORS. **PLEASE NOTE: BED LINER SPRAY ON WINDSHIELDS WERE DONE AT NO CHARGE, COMPLIMENTS OF UVC POWERSPORTS.	2	$23,649.00	$47,298.00
2	**2025 Kawasaki MULE PRO FXR LE: MODEL KAF1000NSSNN - COLOR ICE GRAY, ONE BENCH, THREE PASSENGER. INC 3 YR WARRANTY.** **PLEASE NOTE: UVC UPGRADED THIS MODEL FROM KAF1000MSSNN TO KAF1000NSSNN AT NO ADDITIONAL CHARGE COMPLIMENTS OF UVC POWERSPORTS. **MULE 3 OF 6: VIN# JKAAFCN11SB502779 * MULE 4 OF 6: VIN# JKAAFCN19SB502609** **MULE 5 OF 6: VIN# JKAAFCN17SB502592 * MULE 6 OF 6: VIN# JKAAFCN18SB502603** INCLUDES THE FOLLOWING INSTALLED UPGRADES: UNDERCOATING, 3 POSITION DOT WINDSHIELD, HORN, REAR VIEW MIRROR AND SIDE MIRRORS. **PLEASE NOTE: BED LINER SPRAY ON WINDSHIELDS WERE DONE AT NO CHARGE, COMPLIMENTS OF UVC POWERSPORTS.	4	$18,650.00	$74,600.00

DATE UNITS WERE PICKED UP: 2-21-2025

Picked up and received by: SHELDON SCOTT

TOTAL DUE	**$121,898.00**

Galveston - Budget vs Actual - Company

Details

Company	The County of Galveston	**Plan Name**	FY2025-Adopted Budget FY25 Amended Budget
Period	FY2025 - Sep	**Worktags**	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund
Time Period	Current Period YTD		
Plan Structure	Annual Budget Detail	**Ledger Account/Summary**	5700000:Capital Outlays
		Book	Modified Accrual

8 items

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Reserved Journals	Actuals, Encumbrance, Reserved	Budget Remaning	Budget Used %
Ledger Accounts	696,000.00	368,000.00	294,101.35	0.00	63,842.00	0.00	357,943.35	10,056.65	97.3%
5700000:Capital Outlays	696,000.00	368,000.00	294,101.35	0.00	63,842.00	0.00	357,943.35	10,056.65	97.3%
Heavy Equipment	656,000.00	328,000.00	254,116.35	0.00	63,842.00	0.00	317,958.35	10,041.65	96.9%
Vehicles	40,000.00	40,000.00	39,985.00	0.00	0.00	0.00	39,985.00	15.00	100.0%
Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Expenditures	696,000.00	368,000.00	294,101.35	0.00	63,842.00	0.00	357,943.35	10,056.65	97.3%
Net Total (Revenue - Expense)	(696,000.00)	(368,000.00)	(294,101.35)	0.00	(63,842.00)	0.00	357,943.35	10,056.65	97.3%

Already Reclassified UTV's with JRN-0000368

Supplier Invoice	Supplier Invoice: SI-0003805
Invoice Number	SI-0003805
Status	Approved
Match Status	Matched
Payment Status	Paid
Budget Check Status	Pass

Invoice Information

Company	The County of Galveston
Supplier	UV COUNTRY INC.
Remit-To Connection	UV COUNTRY INC. - Remit-To: P.O. BOX 2729
Currency	USD
Invoice Date	02/21/2025
Invoice Received Date	02/21/2025
Total Invoice Amount	121,898.00
Amount Due	0.00

Terms and Taxes

Payment Terms	Net 30
Discount Amount Override	0.00
Discount Date	
Discount Date Override	
Due Date	03/23/2025
Default Payment Type	Check
Reference Type	

Invoice Reference Information

Ship-To Address	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America
Settlement Runs	SR-0000090
Handling Code	
On Hold	No
Supplier Document Received	
Supplier's Invoice Number	1380913814
External PO Number	
Referenced Invoices	
Statutory Invoice Type	

Supplier Contract SC-0000779 : Utility Terrain Vehicles (UTV)
Total Contract Amount 0.00
Document Link
Memo PO-0000946
Approver

Invoice Lines

Invoice Line	Company	Line Item Description	Business Document	Spend Category	Ship-To Address	Ship-To Contact	Tax	Tax Recoverability	Tax Option	Quantity	Unit of Measure	Unit Cost	Extended Amount	Manufacturer	Manufacturer Part Number	Additional Item Identifiers	Memo	*Fund	*Cost Center	Program	Project	Grant	Additional Worktags	Worktag Split Template	Splits
Supplier Invoice: SI-0003805 - 4628	The County of Galveston	VEHICLE MAKE READY FOR 2025 MULE PRO FXTLE	**Matching** PO-0000946 - Line 1 3	Vehicle Make Ready	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga	**Tax Applicability** **Tax Code** **Withholding Tax Code** **Tax Point Date Type**			1	Each	4,628.00	4,628.00				BID 24-027 CM25045	2601 Beach and Parks Fund	522042 Beach Maintenance						
Supplier Invoice: SI-0003805 - 18650	The County of Galveston	FULL SIZE UTV - 2025 MULE PRO FXR	**Matching** PO-0000946 - Line 2 3	Heavy Equipment	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga	**Tax Applicability** **Tax Code** **Withholding Tax Code** **Tax Point Date Type**			1	Each	18,650.00	18,650.00				BID 24-027 CM25045	2601 Beach and Parks Fund	522042 Beach Maintenance						
Supplier Invoice: SI-0003805 - 18650	The County of Galveston	FULL SIZE UTV - 2025 MULE PRO FXR	**Matching** PO-0000946 - Line 3 3	Heavy Equipment	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga	**Tax Applicability** **Tax Code** **Withholding Tax Code** **Tax Point Date Type**			1	Each	18,650.00	18,650.00				BID 24-027 CM25045	2601 Beach and Parks Fund	522042 Beach Maintenance						
Supplier Invoice: SI-0003805 - 21335	The County of Galveston	FULL SIZE UTV - 2025 MULE PRO FXTLE	**Matching** PO-0000946 - Line 4 3	Heavy Equipment	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga	**Tax Applicability** **Tax Code** **Withholding Tax Code** **Tax Point Date Type**			1	Each	21,335.00	21,335.00				BID 24-027 CM25045	2601 Beach and Parks Fund	522042 Beach Maintenance						

Invoice Line	Company	Line Item Description	Business Document	Spend Category	Ship-To Address	Ship-To Contact	Tax	Tax Recoverability	Tax Option	Quantity	Unit of Measure	Unit Cost	Extended Amount	Manufacturer	Manufacturer Part Number	Additional Item Identifiers	Memo	*Fund	*Cost Center	Program	Project	Grant	Additional Worktags	Worktag Split Template	Splits
Supplier Invoice: SI-0003805 - 21335	The County of Galveston	FULL SIZE UTV - 2025 MULE PRO FXTLE	Matching PO-0000946 - Line 5 3	Heavy Equipment	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Renelle Lopez (Retired)	Tax Applicability Tax Code Withholding Tax Code Tax Point Date Type			1	Each	21,335.00	21,335.00				BID 24-027 CM25045	2601 Beach and Parks Fund	522042 Beach Maintenance						
Supplier Invoice: SI-0003805 - 18650	The County of Galveston	FULL SIZE UTV - 2025 MULE PRO FXR	Matching PO-0000946 - Line 6 2	Heavy Equipment	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga	Tax Applicability Tax Code Withholding Tax Code Tax Point Date Type			1	Each	18,650.00	18,650.00				BID 24-027 CM25045	2601 Beach and Parks Fund	522042 Beach Maintenance						
Supplier Invoice: SI-0003805 - 18650	The County of Galveston	FULL SIZE UTV - 2025 MULE PRO FXR	Matching PO-0000946 - Line 7 2	Heavy Equipment	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga	Tax Applicability Tax Code Withholding Tax Code Tax Point Date Type			1	Each	18,650.00	18,650.00				BID 24-027 CM25045	2601 Beach and Parks Fund	522042 Beach Maintenance						

Matching Summary

Header Match Exception	
Number of Invoice Lines	7
Original Lines in Match Exception	0
Current Lines in Match Exception	0

02212025_countyofgalveston_po 0000946-1 - inv 13819-13814.pdf

File Name	02212025_countyofgalveston_po 0000946-1 - inv 13819-13814.pdf
Content Type	application/pdf
Updated By	Ana Deleon
Upload Date	02/24/2025 04:45:19 PM
Comment	

Assets

Already Reclassified

Needs BA Reclassification

$121,898.00 invoice total − $4,628.00 Vehicle Make Ready − $39,985.00 JRN−0000368 = $77,285.00

Invoice Line	Company	Item and Category	Proposed Accounting Treatment	Invoice Line Quantity	Asset Count	Assets							
						Asset ID	Base Currency	Asset Cost	Residual Value	Asset Quantity	Asset Status	Location	Worktags
Supplier Invoice: SI-0003805 - 18650	The County of Galveston	**Spend Category** Heavy Equipment	Depreciable Capital Asset	1	1	000000050043	USD	18,650.00	0.00	1	Pending Registration		2601 Beach and Parks Fund 522042 Beach Maintenance
Supplier Invoice: SI-0003805 - 18650	The County of Galveston	**Spend Category** Heavy Equipment	Depreciable Capital Asset	1	1	000000050040	USD	18,650.00	0.00	1	Pending Registration		2601 Beach and Parks Fund 522042 Beach Maintenance
Supplier Invoice: SI-0003805 - 21335	The County of Galveston	**Spend Category** Heavy Equipment	Depreciable Capital Asset	1	1	000000050039	USD	21,335.00	0.00	1	Pending Registration		2601 Beach and Parks Fund 522042 Beach Maintenance
Supplier Invoice: SI-0003805 - 21335	The County of Galveston	**Spend Category** Heavy Equipment	Depreciable Capital Asset	1	1	000000050044	USD	21,335.00	0.00	1	Pending Registration		2601 Beach and Parks Fund 522042 Beach Maintenance
Supplier Invoice: SI-0003805 - 18650	The County of Galveston	**Spend Category** Heavy Equipment	Depreciable Capital Asset	1	1	000000050042	USD	18,650.00	0.00	1	Pending Registration		2601 Beach and Parks Fund 522042 Beach Maintenance
Supplier Invoice: SI-0003805 - 18650	The County of Galveston	**Spend Category** Heavy Equipment	Depreciable Capital Asset	1	1	000000050041	USD	18,650.00	0.00	1	Pending Registration		2601 Beach and Parks Fund 522042 Beach Maintenance

Activity

Payments

Supplier Payment	Payment Date	Status	Reconciliation Status	Company	Transaction Reference	Payment Amount	Discount Taken
Supplier Payment: UV COUNTRY INC. - Remit-To: P.O. BOX 2729: 03/17/2025	03/17/2025	Complete	Reconciled	The County of Galveston	479283	121,898.00	0.00

Work Queue Information

External Source
Assignee Paula Dodson
Work Queue Tags
Work Queue Notes

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Supplier Invoice Event	Supplier Invoice Event	Step Completed	03/07/2025 10:38:10 AM	03/14/2025	Taylor Lee	1	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	03/07/2025 10:38:10 AM			0	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	03/07/2025 10:38:12 AM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	03/07/2025 10:38:12 AM		Workday Service	1	
Supplier Accounts Match Event	Supplier Accounts Match Event	Automatic Complete	03/07/2025 10:38:12 AM	03/08/2025		0	
Supplier Accounts Match Event	Batch/Job: Run Supplier Accounts Match Process	Step Completed	03/07/2025 10:38:12 AM			0	
Supplier Accounts Match Event	Review Supplier Accounts Match Exceptions	Not Required		03/08/2025		0	
Supplier Invoice Event	Review Supplier Invoice	Not Required		03/14/2025		0	
Supplier Invoice Event	Approval by Cost Center Requisitioner	Approved	03/07/2025 10:45:34 AM		Renelle Lopez	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Supplier Invoice Event	Approval by Cost Center Manager	Approved	03/07/2025 11:03:47 AM		Julie Walker (Cost Center Manager) ()	1	
Supplier Invoice Event	Approval by Project Manager	Not Required		03/14/2025		0	
Supplier Invoice Event	Approval by Grant Manager	Not Required		03/14/2025		0	
Supplier Invoice Event	Review Trackable Invoice Lines	Approved	03/07/2025 11:38:44 AM	03/09/2025	Edward Nolan (Business Asset Tracking Specialist)	1	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	03/07/2025 11:38:44 AM			0	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	03/07/2025 11:38:48 AM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	03/07/2025 11:38:48 AM		Workday Service	1	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Supplier Invoice Event	Service: Initiate Asset Registration Events from Invoice	Step Completed	03/07/2025 11:38:48 AM	03/14/2025	Workday Service	1	
Supplier Invoice Event	Assign Asset Accounting Information from Invoice	Not Required		03/14/2025		0	
Supplier Invoice Event	Service: Initiate Supplier Accounts Match Event for related Supplier Invoices	Not Required		03/14/2025	Workday Service	1	

Budget Actuals FY2025

Journal Entry	Journal Source	Transaction	Accounting Date	Budget Date	Ledger Account	Worktags	Debit Amount	Credit Amount	Translation Currency	Memo
Operational Journal: The County of Galveston - 02/21/2025	Supplier Invoice	Supplier Invoice: SI-0003805	02/21/2025	01/30/2025	5700000:Capital Outlays	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund Spend Category: Heavy Equipment Supplier: UV COUNTRY INC.	18,650.00		USD	BID 24-027 CM25045
Operational Journal: The County of Galveston - 02/21/2025	Supplier Invoice	Supplier Invoice: SI-0003805	02/21/2025	02/04/2025	5700000:Capital Outlays	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund Spend Category: Heavy Equipment Supplier: UV COUNTRY INC.	18,650.00		USD	BID 24-027 CM25045
Operational Journal: The County of Galveston - 02/21/2025	Supplier Invoice	Supplier Invoice: SI-0003805	02/21/2025	02/04/2025	5700000:Capital Outlays	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund Spend Category: Heavy Equipment Supplier: UV COUNTRY INC.	18,650.00		USD	BID 24-027 CM25045

Journal Entry	Journal Source	Transaction	Accounting Date	Budget Date	Ledger Account	Worktags	Debit Amount	Credit Amount	Translation Currency	Memo
Operational Journal: The County of Galveston - 02/21/2025	Supplier Invoice	Supplier Invoice: SI-0003805	02/21/2025	01/30/2025	5700000:Capital Outlays	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund Spend Category: Heavy Equipment Supplier: UV COUNTRY INC.	18,650.00		USD	BID 24-027 CM25045
Operational Journal: The County of Galveston - 02/21/2025	Supplier Invoice	Supplier Invoice: SI-0003805	02/21/2025	01/30/2025	5700000:Capital Outlays	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund Spend Category: Heavy Equipment Supplier: UV COUNTRY INC.	21,335.00		USD	BID 24-027 CM25045
Operational Journal: The County of Galveston - 02/21/2025	Supplier Invoice	Supplier Invoice: SI-0003805	02/21/2025	01/30/2025	5700000:Capital Outlays	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund Spend Category: Heavy Equipment Supplier: UV COUNTRY INC.	21,335.00		USD	BID 24-027 CM25045

Journal Entry	Journal Source	Transaction	Accounting Date	Budget Date	Ledger Account	Worktags	Debit Amount	Credit Amount	Translation Currency	Memo
Operational Journal: The County of Galveston - 04/11/2025	Supplier Invoice	Supplier Invoice: SI-0007333	04/11/2025	02/17/2025	5700000:Capital Outlays	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund Spend Category: Heavy Equipment Supplier: SHOPPAS FARM SUPPLY INC	176,831.35		USD	This was approved by CC on 2/17/25 BID 24-028
						Total:	294,101.35			

Details View

FY2025 Budget

Plan Period	Ledger Account	Worktags	Debit Amount	Credit Amount	Entry Type	Translation Currency	Memo
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund Spend Category: Heavy Equipment	328,000.00		Amended	USD	GL26015220425742000 OB
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	Cost Center: 522042 Beach Maintenance Fund: 2601 Beach and Parks Fund Spend Category: Vehicles	40,000.00		Amended	USD	
		Total:	368,000.00				

Purchase Order	PO-0000946
Version	1
Status	Issued
Invoice Status	Fully Paid
Budget Check Status	Pass

Change Order Reason

Reason	Other
Comments	ADD LINE ITEMS 6 & 7 PER RENLLE LOPEZ/WILLIAM COMEAUX (02/06/2025 EQ)

Summary

Company	The County of Galveston
Purchase Order Type	
Supplier	UV COUNTRY INC.
Currency	USD
Document Date	02/04/2025
Line Total Amount	121,898.00

Terms and Taxes

Payment Terms	Net 30
Due Date	
Default Payment Type	Check
Override Payment Type	
Credit Card	
Shipping Terms	FOB Destination
Shipping Method	Ground Shipping
Shipping Instructions	
Supplier Contract	SC-0000779 : Utility Terrain Vehicles (UTV)

Contact Information

Issue Option	Print
Buyer	Erin Quiroga
Bill-To Contact	Erin Quiroga
Bill-To Contact Detail	Erin Quiroga
Bill-To Address	722 Moody Avenue Galveston, TX 77550 United States of America
Ship-To Contact	Erin Quiroga

Ship-To Contact Detail Erin Quiroga
Ship-To Address 722 Moody Ave (21st St.)
Galveston, TX 77550
United States of America
Memo DO NOT DELIVER - DEPT WILL PICK UP
Internal Memo BID 24-028
CM25045
AWARDED IN C/C ON 01/06/2025

Goods Lines

Goods Order Line	Line	Item	Item Description	Spend Category	Business Document Status	Tax	Tax Recoverability	Tax Option	Quantity	Unit of Measure	Unit Cost	Extended Amount	Due Date	Lead Time	Delivery Type	Retention	Down Payment	Prepaid	Deliver-To	Ship-To Address	Ship-To Contact	Manufacturer	Manufacturer Part Number	Additional Item Identifiers	Memo	Business Document Lines	*Fund	*Cost Center	Program	Project	Grant	Additional Worktags	Splits
PO-0000946 - Line 1	1		VEHICLE MAKE READY FOR 2025 MULE PRO FXTLE	Vehicle Make Ready	**Invoicing Status** Fully Paid	**Tax Applicability** **Tax Code**			**Ordered** 1 **Received** 0 **Invoiced** 1	Each	4,628.00	4,628.00							722 County Courthouse	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga				BID 24-027 CM25045	REQ-0000461 Supplier Invoice: SI-0003805 - 4628 - Approved	2601 Beach and Parks Fund	522042 Beach Maintenance						
PO-0000946 - Line 2	2		FULL SIZE UTV - 2025 MULE PRO FXR	Heavy Equipment	**Invoicing Status** Fully Paid	**Tax Applicability** **Tax Code**			**Ordered** 1 **Received** 0 **Invoiced** 1	Each	18,650.00	18,650.00							722 County Courthouse	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga				BID 24-027 CM25045	REQ-0000461 Supplier Invoice: SI-0003805 - 18650 - Approved	2601 Beach and Parks Fund	522042 Beach Maintenance						
PO-0000946 - Line 3	3		FULL SIZE UTV - 2025 MULE PRO FXR	Heavy Equipment	**Invoicing Status** Fully Paid	**Tax Applicability** **Tax Code**			**Ordered** 1 **Received** 0 **Invoiced** 1	Each	18,650.00	18,650.00							722 County Courthouse	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga				BID 24-027 CM25045	REQ-0000461 Supplier Invoice: SI-0003805 - 18650 - Approved	2601 Beach and Parks Fund	522042 Beach Maintenance						
PO-0000946 - Line 4	4		FULL SIZE UTV - 2025 MULE PRO FXTLE	Heavy Equipment	**Invoicing Status** Fully Paid	**Tax Applicability** **Tax Code**			**Ordered** 1 **Received** 0 **Invoiced** 1	Each	21,335.00	21,335.00							722 County Courthouse	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga				BID 24-027 CM25045	REQ-0000461 Supplier Invoice: SI-0003805 - 21335 - Approved	2601 Beach and Parks Fund	522042 Beach Maintenance						
PO-0000946 - Line 5	5		FULL SIZE UTV - 2025 MULE PRO FXTLE	Heavy Equipment	**Invoicing Status** Fully Paid	**Tax Applicability** **Tax Code**			**Ordered** 1 **Received** 0 **Invoiced** 1	Each	21,335.00	21,335.00							722 County Courthouse	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Renelle Lopez (Retired)				BID 24-027 CM25045	REQ-0000461 Supplier Invoice: SI-0003805 - 21335 - Approved	2601 Beach and Parks Fund	522042 Beach Maintenance						
PO-0000946 - Line 6	6		FULL SIZE UTV - 2025 MULE PRO FXR	Heavy Equipment	**Invoicing Status** Fully Paid	**Tax Applicability** **Tax Code**			**Ordered** 1 **Received** 0 **Invoiced** 1	Each	18,650.00	18,650.00							722 Moody Courthouse Annex	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga				BID 24-027 CM25045	Supplier Invoice: SI-0003805 - 18650 - Approved	2601 Beach and Parks Fund	522042 Beach Maintenance						

Goods Order Line	Line	Item	Item Description	Spend Category	Business Document Status	Tax	Tax Recoverability	Tax Option	Quantity	Unit of Measure	Unit Cost	Extended Amount	Due Date	Lead Time	Delivery Type	Retention	Down Payment	Prepaid	Deliver-To	Ship-To Address	Ship-To Contact	Manufacturer	Manufacturer Part Number	Additional Item Identifiers	Memo	Business Document Lines	*Fund	*Cost Center	Program	Project	Grant	Additional Worktags	Splits
PO-0000946 - Line 7	7		FULL SIZE UTV - 2025 MULE PRO FXR	Heavy Equipment	Invoicing Status Fully Paid	Tax Applicability Tax Code			Ordered 1 Received 0 Invoiced 1	Each	18,650.00	18,650.00							722 Moody Courthouse Annex	722 Moody Ave (21st St.) Galveston, TX 77550 United States of America	Erin Quiroga				BID 24-027 CM25045	Supplier Invoice: SI-00003805 - 18650 - Approved	2601 Beach and Parks Fund	522042 Beach Maintenance						

Version History

Prior Versions

Purchase Order	Change Date	Total Amount
PO-0000946 v:0	02/06/2025	84,598.00

Pending Changes

Change Order	Created On	Change Order Reason	Change Order Status	Total Amount

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Purchase Order Event	Purchase Order Event	Step Completed	02/04/2025 04:10:02 PM	02/11/2025	Erin Quiroga	1	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	02/04/2025 04:10:02 PM			0	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	02/04/2025 04:10:07 PM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	02/04/2025 04:10:07 PM		Workday Service	1	
Purchase Order Event	Approval by Cost Center Manager	Not Required		02/11/2025		0	
Purchase Order Event	Approval by Project Manager	Not Required		02/11/2025		0	
Purchase Order Event	Approval by Grant Manager	Not Required		02/11/2025		0	
Purchase Order Event	Approval by Business Asset Tracking Specialist	Not Required		02/11/2025		0	
Purchase Order Event	Approval by Business Asset Accountant	Not Required		02/11/2025		0	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	02/04/2025 04:10:07 PM			0	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	02/04/2025 04:10:11 PM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	02/04/2025 04:10:11 PM		Workday Service	1	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Purchase Order Issue Event	Purchase Order Issue Event	Step Completed	02/04/2025 04:10:37 PM	02/05/2025	Erin Quiroga	1	
Change Order	Change Order	Step Completed	02/06/2025 03:17:44 PM	02/13/2025	Erin Quiroga	1	Erin Quiroga: ADD LINE ITEMS 6 & 7 PER RENELLE LOPEZ/WILLIAM COMEAUX (02/06/2025 EQ)
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	02/06/2025 03:17:44 PM			0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	02/06/2025 03:17:50 PM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	02/06/2025 03:17:50 PM		Workday Service	1	
Change Order	Approval by Cost Center Manager	Approved	02/06/2025 03:55:01 PM		Julie Walker (Cost Center Manager) ()	1	
Change Order	Approval by Grant Manager	Not Required		02/13/2025		0	
Change Order	Approval by Business Asset Tracking Specialist	Approved	02/07/2025 12:02:30 PM	02/08/2025	Edward Nolan (Business Asset Tracking Specialist)	1	
Change Order	Approval by Business Asset Accountant	Approved	02/07/2025 12:10:44 PM	02/09/2025	Austin Schumann (Business Asset Accountant)	1	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	02/07/2025 12:10:44 PM			0	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	02/07/2025 12:10:47 PM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	02/07/2025 12:10:47 PM		Workday Service	1	
Purchase Order Event	Purchase Order Event	Step Completed	02/07/2025 12:10:47 PM	02/14/2025	wd-support	1	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	02/07/2025 12:10:47 PM			0	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Change Order	Service: Initiate Supplier Accounts Match Event for related Supplier Invoices	Not Required		02/13/2025	Workday Service	1	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	02/07/2025 12:10:48 PM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	02/07/2025 12:10:48 PM		Workday Service	1	
Purchase Order Event	Approval by Cost Center Manager	Not Required		02/14/2025		0	
Purchase Order Event	Approval by Project Manager	Not Required		02/14/2025		0	
Purchase Order Event	Approval by Grant Manager	Not Required		02/14/2025		0	
Purchase Order Event	Approval by Business Asset Tracking Specialist	Not Required		02/14/2025		0	
Purchase Order Event	Approval by Business Asset Accountant	Not Required		02/14/2025		0	
Check Budget (Financial)	Check Budget (Financial)	Automatic Complete	02/07/2025 12:10:48 PM			0	
Check Budget (Financial)	Batch/Job: Run Budget Check	Step Completed	02/07/2025 12:10:55 PM			0	
Check Budget (Financial)	Review Budget Check	Not Required				0	
Check Budget (Financial)	Override Budget Check	Not Required				0	
Check Budget (Financial)	Service: Reserve Budget in Budget Check	Step Completed	02/07/2025 12:10:55 PM		Workday Service	1	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Check Budget (Financial)	To Do: Budget override - Create Budget Transfer	Not Required				0	
Purchase Order Issue Event	Purchase Order Issue Event	Step Completed	02/08/2025 08:57:52 PM	02/09/2025	Erin Quiroga	1	

PLACEHOLDER DOC - QUOTES NOT REQUIRED.docx

File Name PLACEHOLDER DOC - QUOTES NOT REQUIRED.docx
Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By Erin Quiroga
Upload Date 01/30/2025 09:15:19 PM

Attachment Category
External No
Comment (REQ-0000461)

PLACEHOLDER DOC - QUOTES NOT REQUIRED.docx

File Name PLACEHOLDER DOC - QUOTES NOT REQUIRED.docx
Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By Erin Quiroga
Upload Date 01/30/2025 09:15:19 PM
Attachment Category
External No
Comment (REQ-0000461)

PLACEHOLDER DOC - QUOTES NOT REQUIRED.docx

File Name PLACEHOLDER DOC - QUOTES NOT REQUIRED.docx
Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By Erin Quiroga
Upload Date 01/30/2025 09:15:19 PM
Attachment Category
External No
Comment (REQ-0000461)

PO-0000946 EMAIL VAR.msg

File Name PO-0000946 EMAIL VAR.msg
Content Type application/octet-stream
Updated By Erin Quiroga
Upload Date 02/06/2025 03:17:44 PM
Attachment Category
External No
Comment EMAIL VAR 02/06/2025

Printing Runs

Printed Date	Issue Option	PDF File
02/07/2025 12:10:55 PM	Print	PO-0000946 2025-02-07 10_10_55-0800.pdf
02/04/2025 04:10:11 PM	Print	PO-0000946 2025-02-04 14_10_11-0800.pdf

Balances

Line and Line Splits	Obligation Quantity	Obligation Quantity Liquidated	Obligation Quantity Remaining	Obligation Amount	Obligation Amount Liquidated	Obligation Amount Remaining	Currency
PO-0000946 - Line 2	1	1	0	18,650.00	18,650.00	0.00	USD
PO-0000946 - Line 3	1	1	0	18,650.00	18,650.00	0.00	USD
PO-0000946 - Line 4	1	1	0	21,335.00	21,335.00	0.00	USD
PO-0000946 - Line 5	1	1	0	21,335.00	21,335.00	0.00	USD

Line and Line Splits	Obligation Quantity	Obligation Quantity Liquidated	Obligation Quantity Remaining	Obligation Amount	Obligation Amount Liquidated	Obligation Amount Remaining	Currency
PO-0000946 - Line 1	1	1	0	4,628.00	4,628.00	0.00	USD
PO-0000946 - Line 6	1	1	0	18,650.00	18,650.00	0.00	USD
PO-0000946 - Line 7	1	1	0	18,650.00	18,650.00	0.00	USD
			Total:	121,898.00	121,898.00	0.00	

From:	Walker, Julie
To:	Schumann, Austin
Subject:	RE: Requisitions & PO updates
Date:	Tuesday, May 27, 2025 10:27:15 AM
Attachments:	image001.jpg image002.png image003.png

Yes, there are 6.

Julie Walker, CPRE
Director
Galveston County Parks & Cultural Services
Julie.Walker@galvestoncountytx.gov
409-934-8114

From: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Sent: Tuesday, May 27, 2025 10:21 AM
To: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Okay, and just to confirm, there were 6 total for this PO/invoice? That sounds good. Thank you, Julie.

Respectfully,
Austin

From: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Sent: Tuesday, May 27, 2025 10:18 AM
To: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Hi Austin,

We don’t have anymore UTVs to purchase this fiscal year.

I have requested 4 for FY26.

Thank you!

Julie Walker, CPRE
Director
Galveston County Parks & Cultural Services
Julie.Walker@galvestoncountytx.gov
409-934-8114

From: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Sent: Tuesday, May 27, 2025 9:53 AM
To: Walker, Julie <Julie.Walker@galvestoncountytx.gov>

Subject: RE: Requisitions & PO updates

Good morning, Julie,

The UTV's have been reclassified and the budget is available for use.

We reclassified two of the UTV's to free up the budget. However, just to confirm, are all of these line items in the PO-0000946 for UTV's (6 total)? Are there any other UTV's? If so, we will do a budget amendment to reclassify the rest to vehicles spend category. Again, however, the budget is currently available. Thank you.

Sincerely,

Austin Schumann
Accountant II
Galveston County Auditor's Office
722 Moody Ave, 4th Floor, Galveston, TX 77550
P: (409)770-5311
Austin.Schumann@galvestoncountytx.gov

1-GC-Seal

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 4:35 PM
To: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Cc: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Good afternoon, Julie,

Austin should be able to find it in the account you provided. He will reach out with any questions, and will let you know once it's reclassified.

Respectfully,
Christie

From: Walker, Julie <Julie.Walker@galvestoncountytx.gov>

Sent: Friday, May 23, 2025 4:25 PM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Thank you!

I don't know how to get the PO since Renelle retired and she did the requisition.

Any guidance is appreciated.

Thanks,

Julie Walker, CPRE
Director
Galveston County Parks & Cultural Services
Julie.Walker@galvestoncountytx.gov
409-934-8114

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 4:24 PM
To: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Good afternoon,

I have copied Austin so that we can get the reclassification done.

Thank you, and have a good weekend!

Respectfully,
Christie

From: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 4:17 PM
To: Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

The original request may have had them budgeted in 5742000, but if you'll notice how it truly went through court, they were budgeted in 5743000. I'm thinking there may have been a discussion between our offices on where they should be paid from/budgeted. See attached. Sounds like we just need to reclass.

I believe Christie is going to work with Austin to get this taken care of. The PO# definitely will help/provide additional support.

Thanks,
Lauren

From: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 4:03 PM
To: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Attached is the Budget Amendment Request for the UTVs. The funds were put in 2601522042 5742000.

The PO (PO-0000946) paid for them out of Heavy Equipment, I think. I can't look up the PO number to verify since I didn't do the requisition.

So if we need to reclass them to vehicles, how does that work and what do you need from me to do it?

Thanks,

Julie

Julie Walker, CPRE
Director
Galveston County Parks & Cultural Services
Julie.Walker@galvestoncountytx.gov
409-934-8114

From: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 3:50 PM
To: Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Were they purchased out of Heavy Equipment? If so, it sounds like we just need to reclass those purchases to Vehicles and that will free up your budget.

From: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 3:29 PM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

The UTVs have already been purchased.

I am trying to get the PO for the mobile restroom trailer approved.

So do we need to move the money from vehicles to heavy equipment in order to get the mobile restroom trailer requisition approved? The mobile restroom was budgeted for out of the heavy equipment line item.

Thanks,

Julie Walker, CPRE
Director
Galveston County Parks & Cultural Services
Julie.Walker@galvestoncountytx.gov
409-934-8114

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 2:30 PM
To: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Good afternoon,

Hope you're well. I agree with the classification of Vehicles for UTVs.

Respectfully,
Christie

From: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 2:15 PM
To: Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Good afternoon,

I'm including Christie since she is over the fixed assets in our department. I believe UTVs are not considered Heavy Equipment, but more closely to Vehicles (which is how they were budgeted in February). I looked at prior purchases of UTVs, and it looks like they were also paid out of the Vehicles line item. I see that the full $40K requested is still available (see second attachment). Is the issue that the PO request is in Heavy Equipment? If so, I believe the requisition needs to be

adjusted.

Christie, please provide your thoughts.

Thanks,
Lauren

From: Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 1:45 PM
To: Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>
Subject: Re: Requisitions & PO updates

Hi Julie,

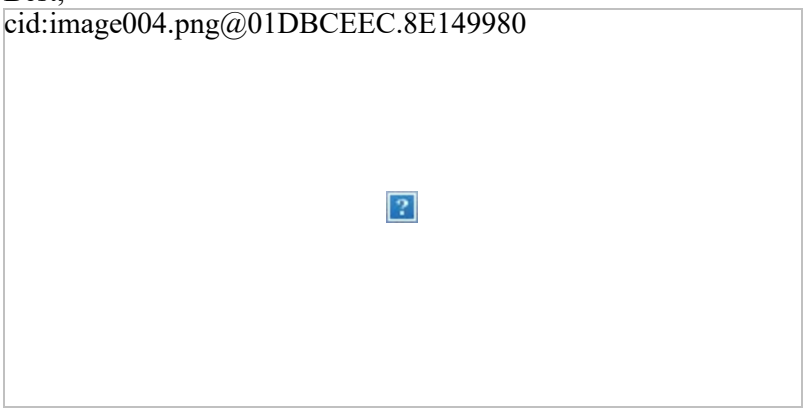
Upon review, the funding amount appears to be in order. However, based on Lauren's recommendation, the budget amendment for the two pending UTVs was recorded under the same ledger account but categorized under a different spend category—Vehicles.

I've included Lauren in this email so she can initiate the necessary reclassification for those 2 UTV units. Once that adjustment is made, you should be able to move forward with your requisition without encountering any funding issues.

Please let me know if you have any further questions.

Thank you.

Best,
cid:image004.png@01DBCEEC.8E149980



From: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 10:54 AM
To: Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>

Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Thank you!

Julie Walker, CPRE
Director
Galveston County Parks & Cultural Services
Julie.Walker@galvestoncountytx.gov
409-934-8114

From: Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 10:49 AM
To: Walker, Julie <Julie.Walker@galvestoncountytx.gov>; Piedras, Joselinne <Joselinne.Piedras@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>; Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Subject: Re: Requisitions & PO updates

Good morning Julie,

We will review the accounts and get back to you with our findings regarding the Capital Equipment budget.

Thank you.

Best,
cid:image004.png@01DBCEEC.8E149980

From: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Sent: Friday, May 23, 2025 9:01 AM
To: Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Cc: Crowder, Rufus <Rufus.Crowder@co.galveston.tx.us>
Subject: RE: Requisitions & PO updates

Good Morning,

I guess I am just confused how the funds for a budgeted item, approved by Commissioners Court, are now just gone?

In FY25 Court approved the following items in Capital Equipment – 5742000

- 4 UTVs - $80,000 (purchased $84,598 – over $4,598)
- Mobile Restroom - $65,000
- Beach Tractor - $183,000 (the actually cost of the tractor was $176,831.35 – savings of $6,168.65)

Total - $328,000

On 2/3 Court approved the purchase of 2 more UTVs, putting an additional $40,000 in that budget. Making the total budget in that line item **$368,000.**

@Huallpa, Diana Can you assist me in finding out why there is a shortfall in that line item before I request a budget amendment that seems to be unnecessary?

Thank you,

Julie

Julie Walker, CPRE
Director
Galveston County Parks & Cultural Services
Julie.Walker@galvestoncountytx.gov
409-934-8114

From: Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>
Sent: Thursday, May 22, 2025 9:39 PM
To: Lee, Martha <Martha.Lee@co.galveston.tx.us>
Cc: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates
Importance: High

Hi Martha,

I'm out of office, but wanted to provide you with an update on REQ-0002456.
I've sent back the requisition in Workday, because you'll need a budget amendment to be completed to remove the requisition from a budget fail status.
The budget available for Heavy Equipment is $328,000 and you have already spent $294,101.35 (which only leaves a balance of $33,898.65).

For a bit of context;
I know when you look at your manager budgetary balance report, you see a balance of $73k, so at the surface level, it appears you had enough to process your requisition.

However, the 2 capital outlay expenditures are combined in Workday, which fall under one ledger (Capital Outlays).

I hope this helps clear up some of the confusion, but please let me know if you have any additional questions or concerns.

Thank You,
Erin Quiroga, MBA, CPPB
Assistant Purchasing Agent
Galveston County Purchasing
722 Moody, 5th Floor
Galveston, TX 77550
Office – 409-770-5391
Mobile – 409-309-8862

From: Lee, Martha <Martha.Lee@co.galveston.tx.us>
Sent: Friday, May 16, 2025 10:55 AM
To: Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>
Cc: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Subject: Re: Requisitions & PO updates

Awesome thank you so much!

Get Outlook for iOS

From: Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>
Sent: Friday, May 16, 2025 10:29:30 AM
To: Lee, Martha <Martha.Lee@co.galveston.tx.us>
Cc: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Martha,
Please see my notes in blue below;

Thank You,
Erin Quiroga, MBA, CPPB
Galveston County Purchasing
722 Moody, 5th Floor
Galveston, TX 77550
O – 409-770-5391

C – 409-309-8862
www.galvestoncountytx.gov

From: Lee, Martha <Martha.Lee@co.galveston.tx.us>
Sent: Friday, May 16, 2025 8:42 AM
To: Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>
Cc: Walker, Julie <Julie.Walker@galvestoncountytx.gov>
Subject: RE: Requisitions & PO updates

Good morning Erin,

Just following up on the items below

Thank you & have a wonderful day,

BMatias (1)

From: Lee, Martha
Sent: Thursday, May 15, 2025 11:28 AM
To: Quiroga, Erin <Erin.Quiroga@co.galveston.tx.us>
Subject: Requisitions & PO updates

Good afternoon Erin,

I was checking on a few requisitions & the one PO that needed a variance to see if you could give me updates:

- REQ-0002882 Hwy 3 boat ramp construction project, this had to be restarted to take off project manager. Julie needs a PO by tomorrow as the vendor has a notice to proceed for Monday. PO-0003327 issued
- REQ-0002456 Mobile restroom trailer (This requisition was started on April 17th - has remained in budget fail since data entry – I'm actively working to see where exactly you're overbudget in this spend category (We have not been given any analytical reports in Workday to be able to provide you a clear and concise answer, as we had in OneSolution – which is extremely time consuming, but I'm still working on it and hope to have an update for you later this afternoon)

- REQ-0002978 Hwy. 146 boat ramp repairs – PO-0003328 issued
- PO-0003262 Jack Brooks tennis court fence repair – a variance needed to be done – variance done, currently pending Julie's queue now

Thank you!

Thank you & have a wonderful day,

BMatias (1)



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*41.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-194-1110-D
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff Corrections - Jail Healthcare Contract to fund healthcare services for the month of September 2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 3:34 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 11/10/2025 : BAT-0000380

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000380
Amendment Date 11/10/2025
Description Part B-true-up reconciliation billing invoice for September 2025
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$243,996.66		
FY2025 Annual (FY25 Amended Budget)	5412000:Medical and Dental Services	211133 Sheriff Corrections	1101 General Fund		Jail Healthcare Contract			$243,996.66	$0.00		

SKM_C450i25102810180.pdf

File Name SKM_C450i25102810180.pdf
Content Type application/pdf
Updated By Gina Lozano
Upload Date 10/28/2025 10:21:22 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/27/2025 09:36:10 AM	10/28/2025	Gina Lozano	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	10/28/2025 10:03:37 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please enter correct spend category for medical and dental services. The attachment also does not display when opened.

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	10/28/2025 10:21:23 AM	10/28/2025	Gina Lozano	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/28/2025 10:27:04 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/28/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/29/2025 12:01:29 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/29/2025 03:38:37 PM	10/31/2025	Clayton Pope (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 02:17:17 PM	10/31/2025	Diana Huallpa Trevino (Budget Manager)	1	Diana Huallpa Trevino: 25-194-1110-D - Request transfer from General Fund - Budgeted Reserves to Sheriff Corrections - Jail Healthcare Contract to fund healthcare services for the month of September 2025.
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

BAT- 0000380

utmb Health

Working together to work wonders.

CORRECTIONAL MANAGED CARE
301 UNIVERSITY BLVD.
GALVESTON, TEXAS 77555-1208
Phone (409) 747-2600
FAX (409) 762-0311
Federal Tax ID: 74-6000949

INVOICE

TO: **County of Galveston**
Attention: **Mark Henry**
County Judge
722 Moody, 2nd Floor
Galveston, Texas 77550

INVOICE NO: **GCJ-FY26-01B**

INVOICE DATE: **10/24/25**

Description	AMOUNT
Health Care services advance billing per agreement For the month of September 2025	743,996.66
Less: Advance Payment for September 2025	(500,000.00)
Total	$ 243,996.66
Total invoice amount	$ 243,996.66

ELECTRONIC PAYMENT INFORMATION

Bank Name: JPMorgan Chase Bank
Location: Houston, Texas
ABA #: 111000614
Account Name: The University of Texas Medical Branch at Galveston
Account Number: 789884020
Reference: Attn: Correctional Managed Care, ext.72640

CHECK PAYMENT INFORMATION

MAKE CHECK PAYABLE TO:
THE UNIVERSITY OF TEXAS MEDICAL BRANCH
ATTENTION: Correctional Managed Care routing# 1208
Dept 762-9
P.O. BOX 660120
Dallas, TX 75266-0120

For invoice inquiries please contact Diana Morales (409) 747-2689 or dmmorale@utmb.edu

Outlook

[EXTERNAL]Galveston County Jail Invoice - September 2025 partB

From Morales, Diana M. <dmmorale@UTMB.EDU>
Date Fri 10/24/2025 5:07 PM
To Lozano, Gina <Gina.Lozano@galvestoncountytx.gov>; Cagnon, Jennifer <Jennifer.Cagnon@galvestoncountytx.gov>; Lee, Taylor <Taylor.Lee@co.galveston.tx.us>
Cc Cisneros, Marjorie M. <mmcisner@UTMB.EDU>; Patel, Dipak <dipatel1@UTMB.EDU>

1 attachment (294 KB)
01_GCJ-FY26-Sep_B.xlsx;

CAUTION: This email is from outside Galveston County's system. Only click links or open attachments if you trust the sender. Suspect phishing? Select **"Report phishing"** in Outlook.

Good afternoon,

Please find attached the Part B-true-up reconciliation billing invoice for the month of September 2025.

Let us know if you have any questions, we'll be glad to assist.

Best regards,

Diana M. Morales
Correctional Managed Care
University of Texas Medical Branch

301 University Blvd., Galveston, TX 77555-1208
P 409-747-2689 1560 West Bay Area Blvd., Suite#354 Rm#3534, Friendswood, TX 77546
F 409-762-0311 **E** dmmorale@utmb.edu
Chat with me on TEAMS

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*42.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-195-1110-E
General Government- Request transfer from General Fund - Budgeted Reserves to General Government - Other Contract Services to fund Mental Health Grant Program for Fiscal 2023 - 2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 3:51 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 11/10/2025 : BAT-0000395

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000395
Amendment Date 11/10/2025
Description BA 25-195-1110-E; Request transfer from General Fund - Budgeted Reserves to General Government - Other Contract Services to fund Mental Health Grant Program for Fiscal 2023-2025
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5481000:Miscellaneous Contract Services	110000 General Government	1101 General Fund		Other Contract Services			$179,580.00	$0.00	BA 25-195-1110-E; Request transfer from General Fund - Budgeted Reserves to General Government - Other Contract Services to fund Mental Health Grant Program for Justice.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$179,580.00	BA 25-195-1110-E; Request transfer from General Fund - Budgeted Reserves to General Government - Other Contract Services to fund Mental Health Grant Program for Justice.	

Invoice for FY25 SB 292 - Gulf Coast Center.pdf

File Name Invoice for FY25 SB 292 - Gulf Coast Center.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 10/28/2025 02:09:18 PM
Comment

SB 292 FY21 Fully Executed (2).pdf

File Name SB 292 FY21 Fully Executed (2).pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 10/28/2025 02:09:18 PM
Comment

Invoice for FY24 SB 292 - Gulf Coast Center.pdf

File Name Invoice for FY24 SB 292 - Gulf Coast Center.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 10/30/2025 11:21:31 AM
Comment

Invoice for SB 292 - FY23.pdf

File Name Invoice for SB 292 - FY23.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 10/30/2025 11:21:31 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/28/2025 02:09:19 PM	10/29/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/28/2025 02:32:24 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/29/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/29/2025 11:39:20 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Sent Back	10/30/2025 10:57:11 AM	10/31/2025	Diana Huallpa Trevino (Cost Center Manager)	1	Send Back Reason from Diana Huallpa Trevino: We will need to add funding to pay invoices from FY23 and FY24.
Budget Amendment Event	Budget Amendment Event	Submitted	10/30/2025 11:21:32 AM	10/29/2025	Lee Clemmer	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Approved	10/30/2025 11:23:40 AM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/29/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/30/2025 11:33:46 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/30/2025 01:59:59 PM	11/01/2025	Diana Huallpa Trevino (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Not Required		10/29/2025		0	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

1789

INVOICE FOR MH SB-292

Invoice #:	GCC2025
Invoice Date:	9/10/2025

BILL TO:

County of Galveston
722 Moody Ave.
Galveston, TX 77550

REMIT TO: Gulf Coast Center
Attn: Rick Elizondo
4444 W. Main St.
League City, TX 77573

Description	Amount
Local Match for SB292:	
Sep-24	$ 6,359.90
Oct-24	$ 3,284.62
Nov-24	$ 7,748.22
Dec-24	$ 6,011.02
Jan-25	$ 6,374.30
Feb-25	$ 6,629.20
Mar-25	$ 6,730.87
Apr-25	$ 6,312.35
May-25	$ 7,104.20
Jun-25	$ 3,305.32

TOTAL PAYMENT DUE: $ 59,860.00

Make all checks payable: **Gulf Coast Center**

If you have any questions concerning this invoice, contact Tiffany Nguyen, 832-547-5495
TiffanyN@gulfcoastcenter.org

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM_EXPENDITURES	EXPENDITURE_CATEGORY
17416079873	100	The Gulf Coast Center	GULF COAST	202409		FACT/ACT Team	ACT Team	Urban	Personnel	4,029.46	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202409		FACT/ACT Team	ACT Team	Urban	Fringe Benefits	1,663.10	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202409		FACT/ACT Team	ACT Team	Urban	Travel	0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202409		FACT/ACT Team	ACT Team	Urban	Supplies	0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202409		FACT/ACT Team	ACT Team	Urban	Contractual	0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202409		FACT/ACT Team	ACT Team	Urban	Other	364.50	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202409		FACT/ACT Team	ACT Team	Urban	Equipment	0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202409		FACT/ACT Team	ACT Team	Urban	Indirect	302.85	Indirect
17416079873	100	The Gulf Coast Center	GULF COAST	202409		FACT/ACT Team	ACT Team	Urban	Total	$6,359.90	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM_EXPENDITURES	E_CATEGORY	EXPENDITURE
17416079873	100	The Gulf Coast Center	GULF COAST	202410		FACT/ACT Team	ACT Team	Urban	Personnel		2,001.41	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202410		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		830.14	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202410		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202410		FACT/ACT Team	ACT Team	Urban	Supplies		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202410		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202410		FACT/ACT Team	ACT Team	Urban	Other		296.67	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202410		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202410		FACT/ACT Team	ACT Team	Urban	Indirect		156.41	Indirect
17416079873	100	The Gulf Coast Center	GULF COAST	202410		FACT/ACT Team	ACT Team	Urban	Total		$3,284.62	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY
1741607987	100	The Gulf Coast Center	GULF COAST	202411		FACT/ACT Team	ACT Team	Urban	Personnel		5,077.65	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202411		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,851.50	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202411		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202411		FACT/ACT Team	ACT Team	Urban	Supplies		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202411		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202411		FACT/ACT Team	ACT Team	Urban	Other		450.12	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202411		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202411		FACT/ACT Team	ACT Team	Urban	Indirect		368.96	Indirect
									Total		$7,748.22	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY
174160798	100	The Gulf Coast Center	GULF COAST	202412		FACT/ACT Team	ACT Team	Urban	Personnel		3,742.39	Direct
174160798	100	The Gulf Coast Center	GULF COAST	202412		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,665.39	Direct
174160798	100	The Gulf Coast Center	GULF COAST	202412		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct
174160798	100	The Gulf Coast Center	GULF COAST	202412		FACT/ACT Team	ACT Team	Urban	Supplies		4.22	Direct
174160798	100	The Gulf Coast Center	GULF COAST	202412		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
174160798	100	The Gulf Coast Center	GULF COAST	202412		FACT/ACT Team	ACT Team	Urban	Other		312.60	Direct
174160798	100	The Gulf Coast Center	GULF COAST	202412		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
174160798	100	The Gulf Coast Center	GULF COAST	202412		FACT/ACT Team	ACT Team	Urban	Indirect		286.24	Indirect
174160798	100	The Gulf Coast Center	GULF COAST	202412		FACT/ACT Team	ACT Team	Urban	Total		$6,011.02	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY
1741607987	3 100	The Gulf Coast Center	GULF COAST	202501		FACT/ACT Team	ACT Team	Urban	Personnel		4,067.59	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202501		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,709.37	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202501		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202501		FACT/ACT Team	ACT Team	Urban	Supplies		14.13	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202501		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202501		FACT/ACT Team	ACT Team	Urban	Other		279.68	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202501		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202501		FACT/ACT Team	ACT Team	Urban	Indirect		303.54	Indirect
1741607987	3 100	The Gulf Coast Center	GULF COAST	202501		FACT/ACT Team	ACT Team	Urban	Total		$6,374.30	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY	
1741607987	100	The Gulf Coast Center	GULF COAST	202502		FACT/ACT Team	ACT Team	Urban	Personnel		4,235.78	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202502		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,734.27	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202502		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202502		FACT/ACT Team	ACT Team	Urban	Supplies		4.64	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202502		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202502		FACT/ACT Team	ACT Team	Urban	Other		338.84	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202502		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202502		FACT/ACT Team	ACT Team	Urban	Indirect		315.68	Indirect	
1741607987	100	The Gulf Coast Center	GULF COAST	202502		FACT/ACT Team	ACT Team	Urban	Total		$6,629.20		

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY
1741607987	100	The Gulf Coast Center	GULF COAST	202503		FACT/ACT Team	ACT Team	Urban	Personnel		3,627.83	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202503		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,649.56	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202503		FACT/ACT Team	ACT Team	Urban	Travel		40.25	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202503		FACT/ACT Team	ACT Team	Urban	Supplies		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202503		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202503		FACT/ACT Team	ACT Team	Urban	Other		1,092.71	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202503		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202503		FACT/ACT Team	ACT Team	Urban	Indirect		320.52	Indirect
1741607987	100	The Gulf Coast Center	GULF COAST	202503		FACT/ACT Team	ACT Team	Urban	Total		$6,730.87	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	E_CATEGORY
1741607987	100	The Gulf Coast Center	GULF COAST	202504		FACT/ACT Team	ACT Team	Urban	Personnel		3,918.74	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202504		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,690.58	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202504		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202504		FACT/ACT Team	ACT Team	Urban	Supplies		13.02	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202504		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202504		FACT/ACT Team	ACT Team	Urban	Other		389.44	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202504		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202504		FACT/ACT Team	ACT Team	Urban	Indirect		300.59	Indirect
1741607987	100	The Gulf Coast Center	GULF COAST	202504		FACT/ACT Team	ACT Team	Urban	Total		$6,312.35	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY	
1741607987	100	The Gulf Coast Center	GULF COAST	202505		FACT/ACT Team	ACT Team	Urban	Personnel		4,374.11	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202505		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,668.99	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202505		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202505		FACT/ACT Team	ACT Team	Urban	Supplies		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202505		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202505		FACT/ACT Team	ACT Team	Urban	Other		722.82	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202505		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202505		FACT/ACT Team	ACT Team	Urban	Indirect		338.30	Indirect	
1741607987	100	The Gulf Coast Center	GULF COAST	202505		FACT/ACT Team	ACT Team	Urban	Total		$7,104.20		

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	E_CATEGORY
17416079873	100	The Gulf Coast Center	GULF COAST	202506		FACT/ACT Team	ACT Team	Urban	Personnel		3,305.32	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202506		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202506		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202506		FACT/ACT Team	ACT Team	Urban	Supplies		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202506		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202506		FACT/ACT Team	ACT Team	Urban	Other		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202506		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202506		FACT/ACT Team	ACT Team	Urban	Indirect		0.00	Indirect
17416079873	100	The Gulf Coast Center	GULF COAST	202506		FACT/ACT Team	ACT Team	Urban	Total		$3,305.32	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department			
1. Date of Request: 9/25/2020	2. Contract Type: Expense		3. Renewal Contract: Yes ☑ No ☐
4. Department Name: Professional Services		5. Department Contact: Brent Hartzell	
6. Description: SB 292 Mental Health Grant Program for Justice			
7. IFAS PEID No: 400782	8. IFAS Req No:	9. Orgkey: 1101-110000	10. Object Code: 5481000
11. Vendor: Gulf Coast Center		12. Vendor Contract No:	
13. Requested Legal Review: Yes ☑ No ☐ (Explain if No)			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
General Governmnet	1101	$59,860	$59,860				
22. Totals:		$59,860	$59,860				

To Be Completed By Purchasing Department		
Contract Start Date: 09/01/2019	Auto Renewal Contract: Yes ☑ No ☐	Bid No: N/A
Contract End Date: 08/31/2021	Contract # Issued By Purchasing: CM21088	

NOTES

Budget Amendment 21-012-1005-E on court 10/05/2020 for FY21

Approved By:	Digital Signature	
Department Head:	Stephanie Caraway for Brent Hartzell	Digitally signed by Stephanie Caraway for Brent Hartzell Date: 2020.09.25 15:23:15 -05'00'
Purchasing Agent:	Rufus Crowder	Digitally signed by Rufus Crowder Date: 2020.09.25 17:28:05 -05'00'
Legal:	Veronica Van Horn	Digitally signed by Veronica Van Horn Date: 2020.09.28 09:20:24 -05'00'
County Budget Office:	Stephanie Caraway for Brent Hartzell	Contract listed in Budget Documentation: YES ☐ NO ☐ Digitally signed by Stephanie Caraway for Brent Hartzell Date: 2020.09.29 15:17:35 -05'00'
County Auditor:	Randall Rice CPA	Budget Available and Funds are/will be Available: YES ☑ NO ☐ Digitally signed by Randall Rice CPA Date: 2020.09.29 15:47:34 -05'00'

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

INTERLOCAL AGREEMENT
COOPERATIVE WORKING AGREEMENT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 1st day of September, 2019 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, **Galveston County** (the "County"), a political subdivision of the State of Texas, and the **Gulf Coast Center** (the "Center"), established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992) as amended.

RECITALS

WHEREAS, pursuant to the Act, the Center and the County are authorized to contract with eligible political subdivisions of the state of Texas, to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, The Center is the Health and Human Services Commission (HHSC) designated mental health local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health services for the residents of Galveston County, Texas; and;

WHEREAS, the Center, in collaborative partnership with the County, initiated a Senate Bill 292 Assertive Community Treatment Criminal Justice project for jail diversion (ACT-CJ) and desires to obtain Cooperative Working Agreements (CWA) from all agencies and organizations to be involved with the ACT-CJ project;

WHEREAS, the Center, in collaborative partnership with the County, desires to enhance the Center's Assertive Community Treatment Team to add a specialized ACT criminal justice worker and to increase capacity for mental health services including psychiatry and peer services for a caseload of ten Galveston County jail high jail utilizers.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Center agree to the following terms, covenants, and conditions:

ARTICLE 1 – CENTERS RESPONSIBILITY AND SERVICES.

Section 1.01 The Center agrees to provide the majority of Mental Health care services for the SB 292 ACT criminal justice participants.

Section 1.02 The Center agrees to provide qualified treatment staff inclusive of a:

a. ACT Criminal Justice Professional - The ACT Criminal Justice Professional conducts initial and on-going assessments to determine ACT-CJ project eligibility as well as identify biopsychosocial needs, on-going assessment of emerging participant needs, recommendation of subsequent modifications to participant Recover Plans, and triage and management of psychiatric crises. ACT Criminal Justice Professional obtains weekly clinical updates from each treatment provider and routinely delivers direct clinical interventions to ACT-CJ project participants and support systems. The ACT Criminal Justice Professional will monitor participant's compliance with the treatment plan by contacting treatment providers and assisting participants with non-compliance, through counseling and affirmations. Additional responsibilities include obtaining and relaying treatment updates to the ACT manager and service area director.

b. Psychiatry Capacity - the ACT-CJ project requires an additional 4 hours a week of psychiatry for the caseload of jail high utilizers.

c. Peer Support Specialist - The Peer Support Specialist is an individual in recovery who has been trained to use their recovery story to help other individuals in their recovery journey. The ACT-CJ Peer Support Specialist engages one-on-one with ACT-CJ participants offering recovery goal setting through the use of self-management recovery tools. The ACT-CJ Peer Support Specialist assists participants with the development of their Wellness Action Plan and serves as a model for personal recovery.

d. Strategic Planner- a Strategic Planner will be contracted for 75 hours of strategic planning services to assist the Galveston County Criminal Justice-Mental Health Collaborative with further development of the collaborative and to lead the a process of considering other needed system changes suggested in the Galveston County Justice System Assessment.

Section 1.03. Training And Continuing Education. All ACT-CJ team members including Center designated employees, must seek out and attend special ongoing training and education on evidence based best practices for the justice involved mentally ill. Team members should then, in consultation with the Steering Committee, review and revise processes that need to be updated.

Section 1.04 Center staff designated to work for the ACT-CJ project must follow the policy, procedures, and program requirements of the project.

ARTICLE 2 – FINANCIAL SUPPORT OF THE COUNTY

As a demonstration of support for the ACT Criminal Justice Project, The County agrees to provide the local match of $59,860 for The Center to request $59,68- in Senate Bill 292 funds on behalf of our collaborative. The Center will provide an invoice with supporting documentation in support of the reimbursement request.

ARTICLE 3 – MONTHLY PAYMENTS

The County will review monthly invoices from the Center with backup documentation of eligible expenditures and reimburse the Center for documented cost within thirty (30) days of receiving the Center's invoice.

ARTICLE 4 - TERM AND TERMINATION

This agreement shall become effective September 1, 2019 and remain in effect until terminated by either party, without cause, after sixty (60) days written notice to the other party

ARTICLE 5 – LIABILITY

Section 5.01 - No Personal Liability of Center. To the extent allowed by law the Center's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 5.02 - No Personal Liability of the County. To the extent allowed by law, the County's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE 6 – MISCELLANEOUS

Section 6.01 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 6.02 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Galveston County
County Courthouse
722 Moody Suite 200
Galveston, Texas 77551
(409) 766-2244
in any case to the attention of the County Judge.

Gulf Coast Center
10000 EF Lowry Expwy, #1220
Texas City, Texas 77591 (express or overnight mail),
in any case to the attention of the Chief Executive Officer.

Section 6.03 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

Section 6.04 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 6.05 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the County and the Center or their successors and permitted assigns.

Section 6.06 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 6.07 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 6.08 - Time is of the Essence. Time is of the essence in this Agreement.

Section 6.09 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

This agreement is executed by the parties in multiple originals on the dates set forth below following the authorized signature of the party representatives.

For the County of Galveston

Mark Henry
County Judge of Galveston County

Date: October 5, 2020

Attest:

Dwight Sullivan
County Clerk of Galveston County

For the Gulf Coast Center

Melissa Tucker, LCSW
Chief Executive Officer

Date: 04-03-2020

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**General Government**	**BA 19-035-1119-B**
Date Submitted:	**November 14, 2018**	**(Assigned by Budget Office)**

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request transfer from General Fund Budgeted Reserves to General Government Grant Match - Discretionary account for local match support for Galveston County SB 292 funding application for the Gulf Coast Center

This budget amendment does not increase the budget for FY 2019.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101-General Fund	920180-Fund Balance Reserves	5930000-Budgeted Reserves	59,860	
TOTAL - Transfer From			$ 59,860	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101-General Fund	110000-General Government	5910200-Grant Match-Discretionary	59,860	
TOTAL - Transfer To			$ 59,860	

ADDITIONAL COMMENTS:

Departmental Authorization — Date

Human Resources Department — Date

David M. Delac — 11/14/2018
Budget Office Authorization — Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by:_____ Date:_____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted:_____ Date Approved: 11/19/2018

MID COUNTY ANNEX
9850-A Emmett F. Lowry Expressway, Suite A100
Texas City, Texas 77591
(409) 770-5806
(281) 316-8300 ext. 5806
(409) 770-5844 FAX
Stephen.Holmes@co.galveston.tx.us

REPRESENTING
Galveston
Hitchcock
La Marque
Texas City
Dickinson

STEPHEN D. HOLMES
Galveston County Commissioner
Precinct Three

November 1, 2017

Melissa Tucker, CEO
Gulf Coast Center
10000 Emmett F. Lowry
Suite 1230
Texas City, Texas 77591

Dear Melissa,

Galveston County leadership remains focused and committed to managing the growth in the jail population, diversion of mentally ill persons from jail to community treatment, and reduction of recidivism to improve public safety for the citizens of Galveston County. System change requires incremental improvements for which financial support is often necessary. It is for these reasons that Galveston County supports Gulf Coast Center's application for SB292 funding.

As recommended in the *Galveston County Justice System Assessment* completed by The Council of State Governments' Justice Center, in partnership with Texas Meadows Mental Health Policy Institute Foundation, local entitites collectively initiated an informal law enforcement mental health collaborative council with plans to formalize further. This initial council meeting included senior leadership representation from multiple entities: Galveston County Judge's Office, Gulf Coast Center, Galveston County Jail, Galveston County Sheriff's Office and Mental Health Deputy Division, as well as the medical prescriber currently in the county jail, Soluta. Initial discussion included a focus on collaborative efforts, high utilizers of the system as a whole, as well as new legislative changes.

An additional recommendation made in the *Galveston County Justice System Assessment* was for Gulf Coast Center to consider incorporating a criminal justice professional to the agency's Assertive Community Treatment (ACT) team to work directly with area law enforcement to identify high utilizers in need of assertive community engagement. Galveston County leadership supports the application for funds and recognizes the value of the law enforcement mental health collaborative to help identify and prioritize individuals to be served through the enhancement.

As a demonstration of this support, Galveston County agrees to provide the required local match of $59, 860 for Gulf Coast Center, as the lead applicant, to request $59, 860 of SB292 funds on behalf of our county collaborative. It is clear that accessing SB292 funds for the purpose outlined in the application, and referenced *Galveston County Justice Assessment*, directly supports Galveston County's efforts to reduce recidivism rates, arrests, and incarceration amount of individuals with mental illness and will directly impact jail diversion resources and alternatives within our county.

This letter of support will serve as confirmation of Galveston County's intent to provide the required local match of $59,860. Our local match is in support of the Galveston County SB 292 funding application to increase the Gulf Coast Center's ACT team capacity to serve as a jail diversion resource for a caseload of mentally ill persons that chronically readmit to the county jail. As part of the county collaborative that will continue to meet to address the findings of the *Galveston County Justice System Assessment*, I agree that expanding the ACT team's capacity to offer jail diversion and intensive outpatient treatment alternatives will assist in reducing recidivism for these persons that need help to break the cycle of jail recidivism.

Sincerely,

Stephen D. Holmes
Galveston County Commissioner
Precinct Three

1809

INVOICE FOR MH SB-292

Invoice #:	GCC2024
Invoice Date:	10/1/2024

BILL TO:
County of Galveston
722 Moody Ave.
Galveston, TX 77550

REMIT TO: Gulf Coast Center
Attn: Rick Elizondo
4444 W. Main St.
League City, TX 77573

Description	Amount
Local Match for SB292:	
Sep-23	$ 5,886.03
Oct-23	$ 3,890.70
Nov-23	$ 6,276.02
Dec-23	$ 6,824.69
Jan-24	$ 6,332.56
Feb-24	$ 6,572.20
Mar-24	$ 6,127.02
Apr-24	$ 5,947.79
May-24	$ 6,308.41
Jun-24	$ 5,694.58

TOTAL PAYMENT DUE: $ 59,860.00

Make all checks payable: **Gulf Coast Center**
If you have any questions concerning this invoice, contact Tiffany Nguyen, 832-547-5495
TiffanyN@gulfcoastcenter.org

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY
1741607987	100	The Gulf Coast Center	GULF COAST	202309		FACT/ACT Team		Urban	Personnel		4,245.28	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202309		FACT/ACT Team		Urban	Fringe Benefits		990.26	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202309		FACT/ACT Team		Urban	Travel		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202309		FACT/ACT Team		Urban	Supplies		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202309		FACT/ACT Team		Urban	Contractual		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202309		FACT/ACT Team		Urban	Other		370.21	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202309		FACT/ACT Team		Urban	Equipment		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202309		FACT/ACT Team		Urban	Indirect		280.29	Indirect
1741607987	100	The Gulf Coast Center	GULF COAST	202309		FACT/ACT Team		Urban	Total		$5,886.03	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY
1741607987	100	The Gulf Coast Center	GULF COAST	202310		FACT/ACT Team		Urban	Personnel		2,461.94	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202310		FACT/ACT Team		Urban	Fringe Benefits		532.21	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202310		FACT/ACT Team		Urban	Travel		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202310		FACT/ACT Team		Urban	Supplies		4.94	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202310		FACT/ACT Team		Urban	Contractual		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202310		FACT/ACT Team		Urban	Other		706.35	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202310		FACT/ACT Team		Urban	Equipment		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202310		FACT/ACT Team		Urban	Indirect		185.27	Indirect
1741607987	100	The Gulf Coast Center	GULF COAST	202310		FACT/ACT Team		Urban	Total		$3,890.70	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY	
1741607987	100	The Gulf Coast Center	GULF COAST	202311		FACT/ACT Team		Urban	Personnel		3,829.45	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202311		FACT/ACT Team		Urban	Fringe Benefits		1,602.09	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202311		FACT/ACT Team		Urban	Travel		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202311		FACT/ACT Team		Urban	Supplies		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202311		FACT/ACT Team		Urban	Contractual		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202311		FACT/ACT Team		Urban	Other		545.62	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202311		FACT/ACT Team		Urban	Equipment		0.00	Direct	
1741607987	100	The Gulf Coast Center	GULF COAST	202311		FACT/ACT Team		Urban	Indirect		298.86	Indirect	
1741607987	100	The Gulf Coast Center	GULF COAST	202311		FACT/ACT Team		Urban	Total		$6,276.02		

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURE_CATEGORY		EXPENDITURE_CATEGORY
17416079873	100	The Gulf Coast Center	GULF COAST	202312		FACT/ACT Team	ACT Team	Urban	Personnel			4,289.82	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202312		FACT/ACT Team	ACT Team	Urban	Fringe Benefits			1,647.32	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202312		FACT/ACT Team	ACT Team	Urban	Travel			0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202312		FACT/ACT Team	ACT Team	Urban	Supplies			8.19	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202312		FACT/ACT Team	ACT Team	Urban	Contractual			0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202312		FACT/ACT Team	ACT Team	Urban	Other			554.39	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202312		FACT/ACT Team	ACT Team	Urban	Equipment			0.00	Direct
17416079873	100	The Gulf Coast Center	GULF COAST	202312		FACT/ACT Team	ACT Team	Urban	Indirect			324.99	Indirect
17416079873	100	The Gulf Coast Center	GULF COAST	202312		FACT/ACT Team	ACT Team	Urban	Total			$6,824.69	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM_EXPENDITURES	EXPENDITURE_CATEGORY	
174160798	100	The Gulf Coast Center	GULF COAST	202401		FACT/ACT Team	ACT Team	Urban	Personnel	3,866.87	Direct	
174160798	100	The Gulf Coast Center	GULF COAST	202401		FACT/ACT Team	ACT Team	Urban	Fringe Benefits	1,597.00	Direct	
174160798	100	The Gulf Coast Center	GULF COAST	202401		FACT/ACT Team	ACT Team	Urban	Travel	0.00	Direct	
174160798	100	The Gulf Coast Center	GULF COAST	202401		FACT/ACT Team	ACT Team	Urban	Supplies	0.00	Direct	
174160798	100	The Gulf Coast Center	GULF COAST	202401		FACT/ACT Team	ACT Team	Urban	Contractual	0.00	Direct	
174160798	100	The Gulf Coast Center	GULF COAST	202401		FACT/ACT Team	ACT Team	Urban	Other	567.15	Direct	
174160798	100	The Gulf Coast Center	GULF COAST	202401		FACT/ACT Team	ACT Team	Urban	Equipment	0.00	Direct	
174160798	100	The Gulf Coast Center	GULF COAST	202401		FACT/ACT Team	ACT Team	Urban	Indirect	301.55	Indirect	
174160798	100	The Gulf Coast Center	GULF COAST	202401		FACT/ACT Team	ACT Team	Urban	Total	$6,332.56		

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM_EXPENDITURES	EXPENDITURE_CATEGORY
1741607987	100	The Gulf Coast Center	GULF COAST	202402		FACT/ACT Team	ACT Team	Urban	Personnel	4,036.90	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202402		FACT/ACT Team	ACT Team	Urban	Fringe Benefits	1,621.33	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202402		FACT/ACT Team	ACT Team	Urban	Travel	0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202402		FACT/ACT Team	ACT Team	Urban	Supplies	0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202402		FACT/ACT Team	ACT Team	Urban	Contractual	0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202402		FACT/ACT Team	ACT Team	Urban	Other	601.01	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202402		FACT/ACT Team	ACT Team	Urban	Equipment	0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202402		FACT/ACT Team	ACT Team	Urban	Indirect	312.96	Indirect
1741607987	100	The Gulf Coast Center	GULF COAST	202402		FACT/ACT Team	ACT Team	Urban	Total	$6,572.20	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURE_CATEGORY		EXPENDITURE_CATEGORY
1741607987	100	The Gulf Coast Center	GULF COAST	202403		FACT/ACT Team		ACT Team	Urban		Personnel	3,756.64	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202403		FACT/ACT Team		ACT Team	Urban		Fringe Benefits	1,583.92	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202403		FACT/ACT Team		ACT Team	Urban		Travel	0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202403		FACT/ACT Team		ACT Team	Urban		Supplies	4.52	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202403		FACT/ACT Team		ACT Team	Urban		Contractual	0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202403		FACT/ACT Team		ACT Team	Urban		Other	490.19	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202403		FACT/ACT Team		ACT Team	Urban		Equipment	0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202403		FACT/ACT Team		ACT Team	Urban		Indirect	291.76	Indirect
1741607987	100	The Gulf Coast Center	GULF COAST	202403		FACT/ACT Team		ACT Team	Urban		Total	$6,127.02	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY
1741607987	3 100	The Gulf Coast Center	GULF COAST	202404		FACT/ACT Team	ACT Team	Urban	Personnel		3,542.08	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202404		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,554.22	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202404		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202404		FACT/ACT Team	ACT Team	Urban	Supplies		0.00	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202404		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202404		FACT/ACT Team	ACT Team	Urban	Other		568.27	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202404		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
1741607987	3 100	The Gulf Coast Center	GULF COAST	202404		FACT/ACT Team	ACT Team	Urban	Indirect		283.23	Indirect
1741607987	3 100	The Gulf Coast Center	GULF COAST	202404		FACT/ACT Team	ACT Team	Urban	Total		$5,947.79	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	EXPENDITURE_CATEGORY
1741607987	100	The Gulf Coast Center	GULF COAST	202405		FACT/ACT Team	ACT Team	Urban	Personnel		3,835.38	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202405		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,593.80	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202405		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202405		FACT/ACT Team	ACT Team	Urban	Supplies		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202405		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202405		FACT/ACT Team	ACT Team	Urban	Other		578.84	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202405		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202405		FACT/ACT Team	ACT Team	Urban	Indirect		300.40	Indirect
1741607987	100	The Gulf Coast Center	GULF COAST	202405		FACT/ACT Team	ACT Team	Urban	Total		$6,308.41	

VENDOR_ID	COMP	CENTER_NAME	SHORT_NAME	REPORT_YEAR_MONTH	FY	PROJECT_CATEGORY	PROJECT_NAME	POPULATION	LINE_ITEM	CONTRACT_TERM	EXPENDITURES	E_CATEGORY
1741607987	100	The Gulf Coast Center	GULF COAST	202406		FACT/ACT Team	ACT Team	Urban	Personnel		4,109.44	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202406		FACT/ACT Team	ACT Team	Urban	Fringe Benefits		1,633.11	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202406		FACT/ACT Team	ACT Team	Urban	Travel		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202406		FACT/ACT Team	ACT Team	Urban	Supplies		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202406		FACT/ACT Team	ACT Team	Urban	Contractual		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202406		FACT/ACT Team	ACT Team	Urban	Other		533.69	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202406		FACT/ACT Team	ACT Team	Urban	Equipment		0.00	Direct
1741607987	100	The Gulf Coast Center	GULF COAST	202406		FACT/ACT Team	ACT Team	Urban	Indirect		313.81	Indirect
1741607987	100	The Gulf Coast Center	GULF COAST	202406		FACT/ACT Team	ACT Team	Urban	Total		$6,590.04	

INVOICE FOR MH SB-292

Invoice #:	GCC2023
Invoice Date:	5/3/2023

BILL TO:

County of Galveston
722 Moody Ave.
Galveston, TX 77550

REMIT TO: Gulf Coast Center
Attn: Rick Elizondo
4444 W. Main St.
League City, TX 77573

Description	Amount
Local Match for SB292:	
Sep-22	$ 2,891.37
Oct-22	$ 6,896.59
Nov-22	$ 8,026.85
Dec-22	$ 8,853.01
Jan-23	$ 8,921.38
Feb-23	$ 10,061.85
Mar-23	$ 9,420.19
Apr-23	$ 4,788.76

TOTAL PAYMENT DUE: $ 59,860.00

Make all checks payable: **Gulf Coast Center**

If you have any questions concerning this invoice, contact Tiffany Nguyen, 832-547-5495
TiffanyN@gulfcoastcenter.org

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*43.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

26-29-1110-A
Constable Precinct 4- Request transfer from General Fund - Budgeted Reserves to Constable Precinct #4 - Extraordinary Supplies to fund body armor replacements

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 3:45 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 11/10/2025 : BAT-0000372

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000372
Amendment Date 11/10/2025
Description Body Armor Replacement for Expiring Armor - Sponsor - Commissioner Giusti
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$25,039.45		
FY2026 Annual (FY26 Amended Budget)	5310000:Administrative Supplies	223800 Constable Precinct #4	1101 General Fund		Extraordinary Supplies			$25,039.45	$0.00		

QUO84915.pdf

File Name QUO84915.pdf
Content Type application/pdf
Updated By Justin West
Upload Date 10/22/2025 10:57:19 AM
Comment Quote for replacement

SoleSourceLetter_RISE_Tactical_308 Ultra_Galveston County Constable Precinct 4.docx

File Name SoleSourceLetter_RISE_Tactical_308 Ultra_Galveston County Constable Precinct 4.docx
Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By Justin West
Upload Date 10/22/2025 10:57:19 AM
Comment Sole Source Letter for rifle plates

SoleSourceLetter_RISE_Stealth_Galveston County Constable PCT 4.docx

File Name SoleSourceLetter_RISE_Stealth_Galveston County Constable PCT 4.docx
Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By Justin West
Upload Date 10/22/2025 10:57:19 AM
Comment Sole Source Letter for carrier

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/22/2025 10:57:19 AM	10/23/2025	Justin West	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	10/22/2025 10:57:19 AM	10/24/2025	Justin West (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/27/2025 11:43:25 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/23/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/29/2025 12:05:57 PM		Lauren Swift (Accounting Operations Lead)	1	Lauren Swift: If possible, can a description be added in the Memo field of the line items? Thank you.
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 10:16:10 AM	10/31/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Customer Quote

ANGEL ARMOR
760 SE FRONTAGE RD,
FORT COLLINS, CO 80524
ANGELARMOR.COM

JR - Jake Reuvers

Quote #	QUO84915
Quote Date	10/17/2025
Expires:	11/16/2025

Bill To
Justin West Galveston County Constable's Office Precinct 4 174 Calder Dr St 1200 League City TX 77573 United States

Ship To
Justin West Galveston County Constable's Office Precinct 4 174 Calder Dr St 1200 League City TX 77573 United States

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00636-02	RISE, Tactical Carrier, Dark Navy, Quick Release, Elite IIIA Name: Jeremy Conn Front: 2514 Back: 2215 C: None Back Option: QC360:LN Belly Band:S Name: Kenny Yost Front: 2517 Back: 2215 C: None Back Option: QC360:LN Belly Band:S Name: Tony Calvello Front: 2513 Back: 2214 C: None Back Option: QC360:LN Belly Band:S	3	1,518.00	4,554.00
01-00637-02	RISE, Tactical Carrier, Dark Navy, 2XL & Larger, Quick Release, Elite IIIA Name: Jason Walker Front: 2816 Back: 2516 C: None Back Option: QC360:XLN Belly Band:M Name: Christopher Gordon Front: 2816 Back: 2518 C: None Back Option: QC360:XLN Belly Band:M Name: Ken Melancon Front: 2816 Back: 2516 C: None Back Option: QC360:XLN Belly Band:M Name: Justin West Front: 2816 Back: 2817 C: None Back Option: QC360:XLR Belly Band:M	4	1,568.00	6,272.00
01-23166-02	RISE, Tactical Carrier, Dark Navy, Quick Release, Carrier Only	1	664.00	664.00

Email:_____

Phone Number:_____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:_____ Date:_____

Customer Quote

ANGEL ARMOR®

760 SE FRONTAGE RD,

Quote #	QUO84915

Part Number	Description	Qty	Unit Price	Amount
	Name: Justin Staton Front: 2815 Back: 2516 C: None Back Option: QC360:XLN Belly Band:M			
01-00447-01	RISE, Stealth Carrier, Black, Carrier Only	7	219.00	1,533.00
	Name: Jason Walker Front: 2816 Back: 2516 C: None G-Hook Belt:L Belly Band:M			
	Name: Christopher Gordon Front: 2816 Back: 2518 C: None G-Hook Belt:L Belly Band:M			
	Name: Ken Melancon Front: 2816 Back: 2516 C: None G-Hook Belt:L Belly Band:M			
	Name: Jeremy Conn Front: 2514 Back: 2215 C: None G-Hook Belt:M Belly Band:S			
	Name: Kenny Yost Front: 2517 Back: 2215 C: None G-Hook Belt:M Belly Band:S			
	Name: Justin Staton Front: 2815 Back: 2516 C: None G-Hook Belt:L Belly Band:M			
	Name: Tony Calvello Front: 2513 Back: 2214 C: None G-Hook Belt:M Belly Band:S			
01-00660	Truth SNAP, Plate Bundle, 308 Ultra + 855, AAU301, 10x12“, SC, III	11	950.00	10,450.00
	Jason Walker - 2 Christopher Gordon - 2 Ken Melancon - 2 Jeremy Conn - 1 Kenny Yost - 2 Justin West - 2			
01-00662	Truth SNAP, Plate Bundle, 308 Ultra + 855, AAU301, 9x11”, SC, III	1	825.00	825.00
	Jeremy Conn - 1			
01-00212	Truth SNAP, 855, 10x12“, SC	2	210.00	420.00

Email:_____

Phone Number:_____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:_____ Date:_____

Customer Quote

ANGEL ARMOR®

760 SE FRONTAGE RD,

Quote #	QUO84915

Part Number	Description	Qty	Unit Price	Amount
	Justin Staton - 2			

Subtotal	**24,718.00**
Shipping Cost (UPS® Ground)	**321.45**
Total	**$25,039.45**

Accounts Payable

Email:_____

Phone Number:_____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature:_____ Date:_____

ANGEL ARMOR®

RISE®

Tactical CARRIER

+

TRUTH SNAP™

MODULAR BALLISTIC DEFENSE

308 ULTRA

EXCEPTIONS TO COMPETITIVE PROCUREMENT

Sole / Single Source for Professional Services

Exclusively Prepared for



Galveston County Constable Precinct 4

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

SECTION I

User Agency/Department: Galveston County Constable Precinct 4

User Agency/Department Contact: Justin West

Phone: 281-316-8711

Email: Justin.West@co.galveston.tx.us

Description of Service: Ballistic protection for Galveston County Constable Precinct 4

Date of Submission to Procurement: 10/17/2025

Submit document via email to: justin.west@co.galveston.tx.us

SECTION II

The following are EXCEPTIONS to Competitive Procurement for Professional Services.
Select the appropriate exception.

(a) *Sole* Source: A Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specifications.

Sound procurement practice requires that a Sole Source procurement occurs if it has been determined that there is only one source for the required service and not as an attempt to contract with a favored service provider.

(b) *Single* Source: A Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service.

Agencies/ Departments must show through documentation that the selection of the source was based on an objective basis and justifiable reason, and the source selected is the most advantageous for the County to fulfill a given requirement as defined in the Scope of Work or specifications.

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

SECTION III

A. NEEDS ASSESSMENT

What is the need?

The need is to provide ballistic armor carriers to Galveston County Constable Precinct 4. The Angel Armor® RISE® Tactical Carrier features the modular design qualities of a tactical vest with the professional attributes of a uniform carrier. Building upon Angel Armor's patented design features, Rise Tactical Carrier (RTC) provides a robust set of standard features with options to change configurations based on your expectations of an external carrier.

The Rise Tactical Carrier is available in two NIJ 0101.06 threat levels, NIJ Level II and NIJ Level IIIA. The NIJ Level II option is available in one distinct ballistic package, Premium 2.0, and the NIJ Level IIIA is available in four distinct ballistic packages: Elite, Ultra-Premium, Premium, and Standard.

RISE Tactical Carrier is a sleek and versatile platform built to handle any mission. Field tested and design influenced by operators, it offers a wide range of mission-specific configurations without compromising protection, comfort, or mobility. Extensive modular features set scale up or down with minimal effort and maximum efficiency. Constructed with premium, breathable materials that are lightweight and durable. The tactical' s innovative modular design is driven by Angel Armor's belief that protection should match your current mission, and the next one.

The Truth 308 Ultra plate provides complete NIJ Level III protection in a lightweight, thin and affordable package that doesn't compromise officer mobility. When worn in conjunction with one of Angel Armor's soft ballistic packages, the Truth 308 Ultra plate has been tested to defend against NIJ Level III threats, provides tab resistance from Spike Level 3 and offers special threat protection from the7.62x51mm M80 Ball NATO FMJ @ 2780 +/- 30fps, 7.62x39mm PS Ball (MSC) @ 2400 +/- 30 fps and 5.56x45mm M193 @ 3250 +/- 30fps.

To elevate officer protection, the Truth 308 Ultra plate has the capability to upgrade to an NIJ Level III+ system. Simply snap on Angel Armor's ceramic strike face, Truth CSF, to any Truth 308 Ultra plate to create the Truth 855 modular plate system. The Truth 855 is designed to defeat all Truth 308 Ultra threats in addition to the 5.56x45mm M855 (Green Tip) @ 2780 +/- 30fps. This ultra-thin and lightweight plate system features a proprietary design in an innovative and modular package, so officers never have to go to their trunk for active shooter kits again.

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

Why is there a need?
From January 1, 2021, to September 30, 2021, there was a 51 percent increase in the number of police officers killed in the line of duty when compared to the same period last year*.

In 2020, 60,105 Law Enforcement Officers were assaulted in the line of duty nationwide. That's 4,071 more officers assaulted in 2020 than the 56,034 assaults reported in 2019. 2,744 of these officers were assaulted with firearms.

Angel Armor's R.T.C. is designed to address nearly every relevant ballistic threat officers may face while on-duty. When paired with the Truth SNAP plate system, R.T.C. will provide the officers of Galveston County Constable, Precinct 4 with proactive, market-leading all day protection, in every situation.

**According to data published from the Uniform Crime Report conducted by Law Enforcement Officers Killed and Assaulted (LEOKA)*

B. MARKET RESEARCH

Identify all the contractors that can meet this need.
Angel Armor is the only manufacturer that offers the features found in the Tactical and 308 Ultra plate, with multiple protected patents.

- **Angel Armor RISE® Body Armor System: Patents Granted**
  - Ballistic-Resistant Garment Having An Incrementally Adjustable Fit – US 10,584,942 (Issued March 10, 2020)
  - Ballistic-Resistant Garment – US 12,085,369 (Issued September 12, 2024)

- **Angel Armor Truth SNAP® Rifle Plates: Patents Granted**
  - Releasably Engageable System Of Ballistic-Resistant Panels – US 10,495,418 (Issued December 3, 2019)
  - Releasably Engageable System of Ballistic-Resistant Panels – US 10,466,015 (Issued November 5, 2019)

See Section III C for additional innovative and advanced features found in the Tactical Carrier and 308 Ultra.

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

C. WHY IS THIS PARTICULAR CONTRACTOR MOST ADVANTAGEOUS TO THE AGENCY?

Angel Armor is the only manufacturer and sole ***Full-Service Vendor*** of Angel Armor products capable of providing a range of value-added services directly to their customers. The company is focused solely on ensuring each officer receives industry-leading armor to fit their needs. Angel Armor is dedicated to its customers' full satisfaction and has the unique ability to personally follow-up with every order received.

Full-Service Vendor benefits include immediate access to and full control of product design, research, and development; trained product experts to assist in measuring, sizing, adjustments and alterations; direct access to the company's dedicated Customer Service team focused solely on Angel Armor products; the ability to deliver products direct to the customer with industry-leading delivery times and a satisfaction guaranteed warranty.

In addition to these **Full-Service Vendor** benefits, Angel Armor offers the following unique features in one complete external armor carrier with multiple patents granted (see Section III B for patents):

- **HIGH LEVEL PRODUCT SPECS**
  - Accommodates RISE ballistics, which are scalable between all Angel Armor carrier platforms
  - Industry-leading weight distribution from Angel Armor's patented QuadCore External Cummerbund with rapid release FirstSpear® Tubes
  - All-day rifle protection ready when coupled with patented Truth SNAP rifle plates
  - Front/Back magnetic quick-attach accessories quickly scale between mission kits using Fidlock® Technology
  - Removable load bearing side covers accommodate 6x6 Truth SNAP rifle plates for increased protection
  - Removable shoulder pads and torso panel inserts increase comfort
  - Rear Velcro loop field for back ID placards
  - Front side-load plate pockets allow for quick up armor rifle plates
  - Rapid release FirstSpear® Tube™ upgrade available
- **ULTIMATE COMFORT**
  - Custom sizing for male and female officers with an individualized, tailored fit
  - Industry-leading weight distribution from Angel Armor's patented QuadCore 360 Attachment System
  - Patented technology features multiple points of incremental adjustability
  - Premium moisture wicking, antimicrobial mesh lining with optional thermal comfort for evaporative cooling and odor management
  - Shoulder straps with on body adjustment attach directly to internal armor packages to help prevent shifting and curling
  - Fixed position side waist pockets with bungee retention
  - Optional belly band for faster donning time while maintaining proper side ballistic overlap
- **PREMIUM QUALITY**
  - Made in the USA using only premium materials
  - Durable 500 Denier CORDURA shell with lightweight pill cut PALS platform using tear resistant laminate fabric with reinforced stitching and loop face at the front and back
  - YKK zippers used throughout

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

- APEX MILLS mesh lining and optional air emission channels wick moisture away while providing additional ventilation
- Tear resistant laminate fabric with low-profile pill cut PALS webbing

- **MADE IN THE USA**
  - Designed, developed and manufactured in the USA
  - High-production volume capable
  - 60-day lead time

Angel Armor is the only manufacturer in the United States that provides the following unique features in one complete **Truth 308 Ultra** ballistic plate system with multiple patents:

- **GROUNDBREAKING**
  - The only ultra lightweight rifle plate on the market with modular threat protection capability
  - Upgrade any Truth 308 Ultra base rifle plate with any Truth CSF for elevated protection from handgun, rifle, stab and special threats, including 5.56x45mm M855 (Green Tip)
  - Truth 308 Ultra plate is 0.53” thick, featuring radiused edges to reduce uniform ‘printing’
  - Developed and Certified to NIJ Standard 0101.06 Level III when worn in conjunction with RISE Level IIIA Ultra-Premium Armor Package
  - Tested to NIJ 0101.07 standard when worn in conjunction with RISE Level II or Level IIIA armor packages
- **TOUGH & SLEEK**
  - Backface signature exceeds NIJ requirements for listed threat projectiles when tested ICW Angel Armor’s Level IIIA soft body armor
  - Truth 308 Ultra plate components provide moisture resistance and do not require the use of polyurethane coating or nylon wrapping for a refined aesthetic finish
- **CUSTOMIZABLE**
  - Magnetic, patent-pending SNAP system provides the potential to armor up or down with tiered and modular threat protection
  - Variety of sizes available, including 7x9”, 8x10”, 10x12” and an exclusive 9x11" maximum coverage plate; available in Shooter’s Cut and Full Cut for increased mobility and protection
  - Designed to be used ICW RISE body armor but can be used with most soft body armor vests
- **MADE IN THE USA**
  - Designed, developed and manufactured in the USA
  - High-production volume available

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

D. FURTHER JUSTIFICATION

If this particular contractor is being used by other departments, what is the connection between the departments? What about that connection between the two or more departments is most advantageous and would further justify bringing this particular contractor on board?

SAMPLE LIST OF AGENCIES PROTECTED BY THE ANGEL ARMOR RISE TACTICAL CARRIER

Contact Angel Armor for additional references or details on specific references.

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

PRODUCT REVIEWS FROM CURRENT OFFICERS WEARING THE RISE FAMILY OF PRODUCTS:

- "I was a little skeptical at first because of the weight difference between my old vest and this vest with all the plates in it but once I put the vest on and strapped it up it felt lighter and fit more comfortably than my old vest even with the added weight from all the plates."
- "We struggled with the subject for several minutes on the ground, and again in the ambulance. During that time, my Angel Armor vest never moved or shifted out of place. After the altercation, I never even had to readjust my vest. Furthermore, my vest never hindered my performance and was not even noticeable."
- "As one of the first on scene I was inside the small car lot when the suspect began shooting rifle rounds through the office (trailer) walls. Rounds were hitting cars around us and skipping off the ground. Having this extra layer of protection without having to have wasted time retrieving a "heavy vest" from my car was an amazingly comforting feeling. My trust in your product helped me have a slight comfort during a very dangerous situation."

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

SECTION IV

FOR REQUESTOR
Printed Name of Requestor:

Requestor's Signature:

Date:

Printed Name of Requestor's Manager:

Requestor's Manager Signature:

Date:

FOR PROCUREMENT
Printed Name of Procurement Officer:

Procurement Officer's Signature:

Date:

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

ANGEL ARMOR®

RISE®

STEALTH CARRIER

EXCEPTIONS TO COMPETITIVE PROCUREMENT

Sole / Single Source for Professional Services

Exclusively Prepared for

Galveston County Constable Precinct 4

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

SECTION I

User Agency/Department: Galveston County Constable Precinct 4

User Agency/Department Contact: Justin West

Phone: 281-316-8711

Email: justin.west@co.galveston.tx.us

Description of Service: Ballistic protection for Galveston County Constable Precinct 4

Date of Submission to Procurement: 10/17/2025

Submit document via email to: justin.west@co.galveston.tx.us

SECTION II

The following are EXCEPTIONS to Competitive Procurement for Professional Services.
Select the appropriate exception.

(a) *Sole* Source: A Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specifications.

Sound procurement practice requires that a Sole Source procurement occurs if it has been determined that there is only one source for the required service and not as an attempt to contract with a favored service provider.

(b) *Single* Source: A Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service.

Agencies/ Departments must show through documentation that the selection of the source was based on an objective basis and justifiable reason, and the source selected is the most advantageous for the County to fulfill a given requirement as defined in the Scope of Work or specifications.

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

A. NEEDS ASSESSMENT

What is the need?

The need is the ability to provide ballistic armor carriers to Galveston County Constable Precinct 4. The Angel Armor® RISE® Stealth Carrier features a combination of simplicity and superior functionality. Stealth sets a new standard for concealable carrier design through maximum protection, comfort, and durability. Sleek and clean, Stealth builds upon Angel Armor's patented design features in a covert package with minimal printing.

The Stealth Carrier is available in two NIJ 0101.06 threat levels, NIJ Level II and NIJ Level IIIA. The NIJ Level II option is available in one distinct ballistic package, Premium 2.0, and the NIJ Level IIIA is available in four distinct ballistic packages: Elite, Ultra-Premium, Premium, and Standard.

Stealth stays true to the iconic RISE DNA with the patented QuadCore Attachment System® offering a fully adjustable belt for superior vest securement and market-leading weight distribution. Stealth is also equipped with front and rear internal Truth SNAP® plate pockets for patented, all day rifle protection.

Stealth incorporates premium materials and construction methods providing years of service in the field while offering extensive features to help the officer conduct daily tasks with ease and safety. The RISE Stealth Carrier will provide the officers of Galveston County Constables Precinct 4, with a high level of protection in our lowest profile fit.

Why is there a need?

From January 1, 2021, to September 30, 2021, there was a 51 percent increase in the number of police officers killed in the line of duty when compared to the same period last year*.

In 2020, 60,105 Law Enforcement Officers were assaulted in the line of duty nationwide. That's 4,071 more officers assaulted in 2020 than the 56,034 assaults reported in 2019. 2,744 of these officers were assaulted with firearms.

These figures are a somber reminder of the risk our nation's Law Enforcement Officers face every day. Angel Armor's RISE Stealth Carrier is designed to address nearly every relevant ballistic threat an officer might face while on duty. When paired with Truth SNAP rifle plates, Stealth provides the officers of Galveston County Constables Precinct 4 with proactive, market-leading all day protection, in every situation.

**According to data published from the Uniform Crime Report conducted by Law Enforcement Officers Killed and Assaulted (LEOKA)*

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

B. MARKET RESEARCH

Identify all the contractors that can meet this need.

Angel Armor is the only manufacturer that offers the features found in the Stealth Carrier, with multiple protected patents.

- **Angel Armor RISE® Body Armor System: Patents Granted**
  - Ballistic-Resistant Garment Having An Incrementally Adjustable Fit – US 10,584,942 (Issued March 10, 2020)
  - Ballistic-Resistant Garment – US 12,085,369 (Issued September 12, 2024)

- **Angel Armor Truth SNAP® Rifle Plates: Patents Granted**
  - Releasably Engageable System Of Ballistic-Resistant Panels – US 10,495,418 (Issued December 3, 2019)
  - Releasably Engageable System of Ballistic-Resistant Panels – US 10,466,015 (Issued November 5, 2019)

See Section III C for additional innovative and advanced features found in the Stealth Carrier.

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

C. WHY IS THIS PARTICULAR CONTRACTOR MOST ADVANTAGEOUS TO THE AGENCY?

Angel Armor is the only manufacturer and sole ***Full-Service Vendor*** of Angel Armor products capable of providing a range of value-added services directly to their customers. The company is focused solely on ensuring each officer receives industry-leading armor to fit their needs. Angel Armor is dedicated to its customers' full satisfaction and has the unique ability to personally follow-up with every order received.

Full-Service Vendor benefits include immediate access to and full control of product design, research and development; trained product experts to assist in measuring, sizing, adjustments and alterations; direct access to the company's dedicated Customer Service team focused solely on Angel Armor products; the ability to deliver products direct to the customer with industry-leading delivery times and a satisfaction guaranteed warranty.

In addition to these **Full-Service Vendor** benefits, Angel Armor offers the following unique features in one complete external armor carrier with multiple patents granted (see Section III B for patents)

- **ADVANCED INNOVATION**
  - Ultra-concealable, field-tested design
  - Fully adjustable belt using patented QuadCore 360 Attachment System for superior vest securement and market-leading weight distribution
  - All-day rifle protection ready when coupled with patented Truth SNAP rifle plates
  - RISE ballistic panel shoulder strap pass-through to prevent armor from shifting and curling
  - Long-lasting G-hook hardware for quick, repeatable secure closures
  - Magnetic belt retention system allows quick, simple donning and doffing
  - Durable 500 Denier CORDURA® nylon water repellent shell

- **ULTIMATE COMFORT**
  - Custom sizing for male and female officers with an individualized, tailored fit
  - Industry-leading weight distribution from Angel Armor's patented QuadCore 360 Attachment System
  - Patented technology features multiple points of incremental adjustability
  - Adjustable shoulder straps securely attach to ballistic panels to prevent shifting and curling
  - Premium moisture wicking, antimicrobial mesh lining for evaporative cooling and odor management

- **PREMIUM QUALITY**
  - Made in the USA using only premium materials
  - Bar tack reinforced stitching at key stress points
  - Custom Apex Mills carrier lining

- **MADE IN THE USA**
  - Designed, developed and manufactured in the USA
  - High-production volume capable
  - 60-day lead time

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

D. FURTHER JUSTIFICATION

If this particular contractor is being used by other departments, what is the connection between the departments? What about that connection between the two or more departments is most advantageous and would further justify bringing this particular contractor on board?

SAMPLE LIST OF AGENCIES PROTECTED BY THE ANGEL ARMOR RISE STEALTH CARRIER

Contact Angel Armor for references or details on specific references.

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

PRODUCT REVIEWS FROM CURRENT OFFICERS WEARING THE RISE FAMILY OF PRODUCTS:

- "I was a little skeptical at first because of the weight difference between my old vest and this vest with all the plates in it but once I put the vest on and strapped it up it felt lighter and fit more comfortably than my old vest even with the added weight from all the plates."
- "We struggled with the subject for several minutes on the ground, and again in the ambulance. During that time, my Angel Armor vest never moved or shifted out of place. After the altercation, I never even had to readjust my vest. Furthermore, my vest never hindered my performance, and was not even noticeable."
- "As one of the first on scene I was inside the small car lot when the suspect began shooting rifle rounds through the office (trailer) walls. Rounds were hitting cars around us and skipping off the ground. Having this extra layer of protection without having to have wasted time retrieving a "heavy vest" from my car was an amazingly comforting feeling. My trust in your product helped me have a slight comfort during a very dangerous situation."

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

SECTION IV

FOR REQUESTOR

Printed Name of Requestor:

Requestor's Signature:

Date:

Printed Name of Requestor's Manager:

Requestor's Manager Signature:

Date:

FOR PROCUREMENT

Printed Name of Procurement Officer:

Procurement Officer's Signature:

Date:

All content is proprietary and confidential. ©2022 Angel Armor, LLC. All rights reserved.
The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*44.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

26-30-1110-B
Information Technology- Request transfer from within Information Technology - Various Spend Categories to Internet / Data Service to fund network consulting & supplies

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 3:55 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 11/10/2025 : BAT-0000389

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000389
Amendment Date	11/10/2025
Description	Commissioner Apffel- This budget transfer is needed to better align funding within our IT accounts. We recently entered into a new contract with Comcast, which will result in some cost savings and should allow us to cover the items included in this transfer.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5492000:Communications	159100 Information Technology	1101 General Fund		Internet / Data Service			$0.00	$92,000.00	This budget transfer includes $62,000 to Extraordinary Supplies for various operational needs and network supplies, including replacement parts, cabling, and other critical materials necessary to maintain and support the County's network infrastructure. An additional $30,000 is being transferred to Other Contract Services to fund network consulting services that provide technical expertise and support for ongoing IT operations and projects.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	1101 General Fund		Other Contract Services			$30,000.00	$0.00	$30,000 is being transferred to Other Contract Services to fund network consulting services that provide technical expertise and support for ongoing IT operations and projects.	
FY2026 Annual (FY26 Amended Budget)	5310000:Administrative Supplies	159100 Information Technology	1101 General Fund		Extraordinary Supplies			$62,000.00	$0.00	Extraordinary Supplies for various operational needs and network supplies, including replacement parts, cabling, and other critical materials required to maintain and support the County's network infrastructure.	

Re_ Request for Sponsorship – Budget Transfer.pdf

File Name Re_ Request for Sponsorship – Budget Transfer.pdf
Content Type application/pdf
Updated By Lauren Michaels
Upload Date 10/27/2025 11:28:14 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	10/27/2025 11:28:15 AM	10/28/2025	Lauren Michaels	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/27/2025 11:38:27 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/28/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/29/2025 12:00:34 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/29/2025 01:33:57 PM	10/31/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 02:01:10 PM	10/31/2025	Diana Huallpa Trevino (Budget Manager)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

From: Apffel, Darrell
To: Michaels, Lauren
Subject: Re: Request for Sponsorship – Budget Transfer
Date: Friday, October 24, 2025 8:42:28 PM
Attachments: image001.png

Happy to do so

Darrell A. Apffel
Galveston County
Commissioner, Pct. 1
4500 10th Street,
Bacliff, TX 77518
(409) 770-5474
Darrell.Apffel@co.galveston.tx.us

From: Michaels, Lauren <Lauren.Michaels@galvestoncountytx.gov>
Sent: Friday, October 24, 2025 12:29:51 PM
To: Apffel, Darrell <Darrell.Apffel@co.galveston.tx.us>
Subject: Request for Sponsorship – Budget Transfer

Good afternoon Commissioner Apffel,

I'm reaching out to request your sponsorship for a budget transfer needed to align funding within our IT accounts.

We're proposing to move **$92,000 from Internet/Data** to support the following:

- **$62,000** to *Extraordinary Supplies* for various operational needs and network supplies, including replacement parts, cabling, and other critical materials required to maintain and support the County's network infrastructure
- **$30,000** to *Other Contract Services* for network consulting

Your sponsorship will allow us to complete this transfer for inclusion on the upcoming Commissioners Court agenda. Please let me know if you're okay with sponsoring this item.

Thank you and have a great weekend!

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*45.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

26-31-1110-C
Mosquito Control Department- Request transfer from General Fund - Budgeted Reserves to Mosquito Control - Machinery and Equipment to fund a four-post vehicle lift

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 3:57 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 11/10/2025 : BAT-0000393

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000393
Amendment Date	11/10/2025
Description	BA 26-31-1110-C; Request transfer from Mosquito Control District Fund - Budgeted Reserves to Mosquito Control - Machinery and Equipment to fund a four-post vehicle lift.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	411100 Mosquito Control District	2410 Mosquito Control District Fund		Machinery and Equipment - Services			$1,500.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	411100 Mosquito Control District	2410 Mosquito Control District Fund		Machinery and Equipment - Goods			$13,500.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	2410 Mosquito Control District Fund		Budgeted Reserves			$0.00	$15,000.00		

SKM_550i25102415220 (002).pdf

File Name	SKM_550i25102415220 (002).pdf
Content Type	application/pdf
Updated By	Lee Clemmer
Upload Date	10/28/2025 01:11:45 PM
Comment	

SKM_550i25102809270 (002).pdf

File Name	SKM_550i25102809270 (002).pdf
Content Type	application/pdf
Updated By	Lee Clemmer
Upload Date	10/28/2025 01:11:45 PM
Comment	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/28/2025 01:31:30 PM	10/29/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/28/2025 01:32:16 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/29/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/29/2025 11:57:23 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/29/2025 12:19:43 PM	10/31/2025	Haley Billiot on behalf of Ashley Wilson (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 10:14:13 AM	10/31/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston County, Texas
Requested Budget
Fiscal Year 2025 Capitalized Equipment

Object	Priority	Description	Units	Unit Cost	Requested Budget	Comments
2410 Fund		**Mosquito Control District Fund**				
4111 Department:		**Mosquito Control District**				
411100 Division:		**Mosquito Control District**				
5741000	01	Car Wash	1	12,000	12,000	Replacement Carwash for current carwash system due to age and constant repairs and it is hard to source replacement parts.
5741000	02	Four Post Vehicle Lift	1	15,500	15,500	Four post vehicle lift. Replacement lift for current lift that is no longer serviceable.
5741000	03	Generator	1	18,000	18,000	Natural gas generator - single phase, stand alone generator. Backup power for the Dickinson shop for power outages
				Division Total:	**45,500**	
				Fund	**45,500**	
				GRAND TOTAL:	**45,500**	

MTF Equipment Sales Inc.

3720 Leeland St
Houston, TX 77003 US
+17132253262
sales@mtfequipment.com

Estimate

ADDRESS	SHIP TO		
GALVESTON COUNTY 1643 GALVESTON COUNTY 722 MOODY, 4TH FLOOR GALVESTON 77550	GALVESTON COUNTY 1643 GALVESTON COUNTY 722 MOODY, 4TH FLOOR GALVESTON 77550	ESTIMATE DATE	1432 10/24/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
HDS-14	BEND PAK 14K 4P	1	8,595.00	8,595.00T
Bendpak RJ7W	Bendpak RJ7W	2	2,345.00	4,690.00T
5174009	AIRLINE LINE KIT	1	130.00	130.00T
WSA-100 (5210438)	wsa-100 air-electric workstation	1	416.00	416.00T
4 Post Installation & Delivery	4 Post Installation & Delivery	1	1,500.00	1,500.00T

SUBTOTAL	15,331.00
DISCOUNT	-331.00
TAX	0.00
TOTAL	**$15,000.00**

Accepted By

Accepted Date

Late Payment Policy

Payment is due by the stated due date on this invoice. Any balance not received by the due date will incur a late fee of 1.5% of the outstanding balance per month (18% annually) or a minimum charge of $25, whichever is greater, until paid in full. Customer is responsible for all costs of collection, including reasonable attorney's fees, if applicable.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*46.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

26-32-1110-D
Human Resources- Request transfer from General Fund - Budgeted Reserves to Human Resources - Other Contract Services to fund on-going Marketplace & Alliant monthly invoices

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/3/25 10:05 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 11/10/2025 : BAT-0000392

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000392
Amendment Date 11/10/2025
Description Request transfer from General Fund - Budgeted Reserves to Human Resources Other Contract Services to fund Alliant and Marketplace monthly invoicing.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5481000:Miscellaneous Contract Services	155000 Human Resources	1101 General Fund		Other Contract Services			$242,782.44	$0.00	Request transfer from General Fund - Budgeted Reserves to Humann Resources Other Contract Services to fund Alliant and Marketplace monthly invoicing.	
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$242,782.44	Request transfer from General Fund - Budgeted Reserves to Humann Resources Other Contract Services to fund Alliant and Marketplace monthly invoicing.	

PO# 0006203 Marketplace Inv. 12813409012025.pdf

File Name PO# 0006203 Marketplace Inv. 12813409012025.pdf
Content Type application/pdf

Updated By Misty Reed
Upload Date 10/28/2025 10:48:45 AM
Comment Monthly Statements $12,315.20 each

PO# 0006336 Alliant Inv. 3261975.pdf

File Name PO# 0006336 Alliant Inv. 3261975.pdf
Content Type application/pdf
Updated By Misty Reed
Upload Date 10/28/2025 10:48:45 AM
Comment Monthly Statements $7,916.67 each

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	10/28/2025 10:48:46 AM	10/29/2025	Misty Reed	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/28/2025 11:46:56 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/29/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/29/2025 11:58:53 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/29/2025 12:02:17 PM	10/31/2025	Misty Reed (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Sent Back	10/30/2025 10:05:23 AM	10/31/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: Updates needed.
Budget Amendment Event	Budget Amendment Event	Submitted	10/30/2025 10:44:09 AM	10/29/2025	Misty Reed	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/30/2025 10:46:34 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/29/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/30/2025 11:34:43 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/30/2025 02:59:56 PM	11/01/2025	Misty Reed (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 03:31:58 PM	11/01/2025	Diana Huallpa Trevino (Budget Manager)	1	Diana Huallpa Trevino: 26-32-1110-D

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

PR: 0005436 PO: 0006203
PEID: 723603
Acct: 1101 155000 5458000

MARKETPLACE
Exceptional Employee Care

Marketplace

2001 W. Plano Pkwy
Ste 3200
Plano, TX 75075
Tel: +1 (800) 7757657
accountbilling@mchapusa.com

COPY INVOICE

Customer ID:	128134
Invoice Number:	12813409012025
Invoice Date:	09/01/2025
Due Date:	09/01/2025
Terms:	Immediate
PO Number:	00000
Amount Due:	USD 12,315.20

Bill To:

Galveston County CM24153 - DESC - Employee Support Services (~)
Galveston County Auditor's Office Accounts Payable
P.O. Box 1418
Galveston, TX 77553

Description	Quantity	UOM	Unit Price	Amount
Galveston County - Sheriff's Office	515		8.95	4,609.25
Galveston County - Bacliff Annex	25		8.95	223.75
Galveston County - Bolivar / Crystal Beach Annex	25		8.95	223.75
Galveston County - County Clerk Elections Office	10		8.95	89.50
Galveston County - Justice of the Peace	8		8.95	71.60
Galveston County - Justice Center	245		8.95	2,192.75
Galveston County - Galveston County Courthouse	232		8.95	2,076.40
Galveston County - Road & Bridge / Fleet	70		8.95	626.50
Galveston County - Juvenile Justice Center	70		8.95	626.50
Galveston County - Park & Cultural Services	66		8.95	590.70
Galveston County - North County Annex	50		8.95	447.50
Galveston County - Texas City Annex	35		8.95	313.25
Galveston County - West County Annex	25		8.95	223.75

Sub Total	**12,315.20**
Tax	**0.00**
Invoice Total	**12,315.20**

Please Remit Payments to:

Bank: North Dallas Bank & Trust
Routing: 111000960
Account: 8024929

Via Mail:

Marketplace
2001 W. Plano Pkwy
Ste 3200
Plano, TX 75075
United States of America
+1 (800) 7757657

Alliant

Invoice # 3261975	Page 1 of 1
ACCOUNT NUMBER	DATE
GALVCOU-01	10/1/2025
BALANCE DUE ON	AGENCY CODE
10/31/2025	200
AMOUNT PAID	AMOUNT DUE
	$7,916.67

Austin-Alliant
Alliant Insurance Services, Inc.
PO Box 744912
Los Angeles, CA 90074 - 4912

Galveston County

722 Moody Avenue
Galveston, TX 77550

PR: 0001258 PO: 0001633e
PEID: 723182
Acct: 101 155000 5481000

Pay your invoice using Alliant Bill Pay

https://billpay.alliant.com

Insured Payment Information Only

Client: Galveston County
Policy Number: CONSULTING FEE
Insurance Carrier: Alliant Insurance Services Inc

Policy: Benefits Consulting Fee
Effective: 1/1/2025 to 12/31/2025

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
14332118	7/1/2023	10/31/2025	BCSF	October Monthly Installment	$7,916.67
				Total Invoice Balance:	**$7,916.67**

PLEASE MAIL A COPY OF THIS INVOICE WITH PAYMENT AND/OR INCLUDE CLIENT ACCOUNT NUMBER/INV#/POLICY#
ACH/Wire Reference: Include your ten-digit Client Account Number and Invoice Number (both can be found in the top right of this invoice). E-mail remittances to AccountsReceivable@alliant.com

REMITTANCE ADDRESS

AIS Trust Account
P.O. Box 744912
Los Angeles, CA 90074 - 4912

OVERNIGHT/COURIER ADDRESS

Bank of America Lockbox Services
Lockbox 744912
2706 Media Center Drive
Los Angeles, CA 90065-1733

ACH/WIRE PAYMENTS

Bank of America, N.A.
100 N. Tryon Street, Suite 170
Charlotte, NC 28202

Alliant Insurance Services, Inc. Trust Account

ACH Routing Number: 122000661
Wire Routing Number: 026009593
SWIFT: BOFAUS3N (US Domestic), BOFAUS6S (Foreign Currency)
Account Number: 001453355421

Pay your invoice online. Alliant Connect accepts electronic funds transfer (EFT) from a checking or savings account. Contact your Alliant service team to learn more.

IMPORTANT NOTICE: The Nonadmitted & Reinsurance reform act (NRRA) went into effect July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees due must be promptly remitted to Alliant Insurance Services, Inc.

IMPORTANT NOTICE: The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice. Please contact your tax consultant for your obligations regarding FATCA.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income Alliant may earn on a placement, are available at www.alliant.com. For a copy of our policy or for inquiries regarding compensation issues pertaining to your account contact: Alliant Insurance Services, Inc., Attn: General Counsel, 701 B St., 6th Floor, San Diego, CA 92101.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*47.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

26-33-1110-E
Constable Precinct 4- Request transfer from General Fund - Budgeted Reserves & Constable Precinct 4 - Auto Allowance to Fleet Management - Various Spend Categories to fund the purchase of a County vehicle

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/3/25 11:11 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 11/10/2025 : BAT-0000396

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000396
Amendment Date	11/10/2025
Description	BA 26-33-1110-E; Request transfer from General Fund - Budgeted Reserves & Constable Precinct 4 - Auto Allowance to Fleet Management - Various Spend Categories to fund the purchase of a County vehicle.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5418000:Motor Vehicle Services	172111 Fleet Management	1101 General Fund		Vehicle Make Ready - Services			$4,600.00	$0.00	BA 26-33-1110-E; Request transfer from General Fund - Budgeted Reserves & Constable Precinct 4 - Auto Allowance to Fleet Management - Various Spend Categories to fund the purchase of a County vehicle.	
FY2026 Annual (FY26 Amended Budget)	5361000:Minor Equipment - Vehicle Supplies Non Capital	172111 Fleet Management	1101 General Fund		Vehicle Make Ready - Goods			$13,701.70	$0.00	BA 26-33-1110-E; Request transfer from General Fund - Budgeted Reserves & Constable Precinct 4 - Auto Allowance to Fleet Management - Various Spend Categories to fund the purchase of a County vehicle.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	172111 Fleet Management	1101 General Fund		Vehicles			$58,581.25	$0.00	BA 26-33-1110-E; Request transfer from General Fund - Budgeted Reserves & Constable Precinct 4 - Auto Allowance to Fleet Management - Various Spend Categories to fund the purchase of a County vehicle.	
FY2026 Annual (FY26 Amended Budget)	5111000:Salary Contributions	223800 Constable Precinct #4	1101 General Fund		Auto Allowance			$0.00	$8,077.00	BA 26-33-1110-E; Request transfer from General Fund - Budgeted Reserves & Constable Precinct 4 - Auto Allowance to Fleet Management - Various Spend Categories to fund the purchase of a County vehicle.	
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$68,805.95	BA 26-33-1110-E; Request transfer from General Fund - Budgeted Reserves & Constable Precinct 4 - Auto Allowance to Fleet Management - Various Spend Categories to fund the purchase of a County vehicle.	

BA Pct.4_Backup_2.pdf

File Name BA Pct.4_Backup_2.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 10/29/2025 11:28:16 AM
Comment

BA Pct.4_Backup_11.10.25.pdf

File Name BA Pct.4_Backup_11.10.25.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 10/29/2025 11:28:16 AM
Comment

BA Pct.4_Backup_Auto Allowance.pdf

File Name BA Pct.4_Backup_Auto Allowance.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 10/30/2025 02:35:00 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/29/2025 02:54:03 PM	10/30/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/29/2025 02:54:53 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/30/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/30/2025 11:30:34 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/30/2025 11:34:32 AM	11/01/2025	Elizabeth Bryant (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Sent Back	10/30/2025 02:03:16 PM	11/01/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: Correction on dates.
Budget Amendment Event	Budget Amendment Event	Submitted	10/30/2025 02:25:23 PM	10/30/2025	Gabriela De Los Santos	1	Gabriela De Los Santos: BA 26-33-1110-E; Request transfer from General Fund - Budgeted Reserves & Constable Precinct 4 - Auto Allowance to Fleet Management - Various Spend Categories to fund the purchase of a County vehicle.
Budget Amendment Event	Approval by Budget Specialist	Sent Back	10/30/2025 02:28:57 PM		Rodolfo Gomez (Budget Specialist)	1	Send Back Reason from Rodolfo Gomez: update

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	10/30/2025 02:35:00 PM	10/30/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/30/2025 02:35:57 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/30/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/30/2025 02:44:25 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/30/2025 02:53:17 PM	11/01/2025	Elizabeth Bryant (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 03:16:30 PM	11/01/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	Ship To
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO INSIDE SALESMAN: BH Warehouse: HITC	0.0000	0.00
1	1	N	INFO TIPS USA #240102 Warehouse: HITC	0.0000	0.00
1	1	N	INFO GALVESTON COUNTY Warehouse: HITC	0.0000	0.00
1	1	N	INFO 2026 CHEVY TAHOE Warehouse: HITC	0.0000	0.00
1	1	N	INFO EQUIPMENT & INSTALL Warehouse: HITC	0.0000	0.00
1	1	N	INFO FRONT OF VEHICLE Warehouse: HITC	0.0000	0.00

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	1

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	**Ship To**
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENFWB01EVS SOI, NFLIB, FRNT, 8MOD, 2021-24 TAHOE, RW/BW Warehouse: HITC Chevrolet Tahoe (2021-24) Split Front (DRV) |D12||D12||D12||D12||D12||D12||D12||D12| (PAS) |R_W||R_W||R_W||R_W||B_W||B_W||B_W||B_W| Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)	983.7300	983.73
1	1	Y	BK2338TAH25 SMC PB450L6 ALUM BUMPER MPOWER, 2025 TAHOE Warehouse: HITC	1,072.3600	1,072.36
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: HITC CENTERED ON PUSH BUMPER	175.4300	350.86
2	2	Y	EMPR20013-W SOI mpower ORV 6x1 Light Kit WHITE Warehouse: HITC FRONT PUSH BUMPER	221.6600	443.32
1	1	N	INFO SIDE Warehouse: HITC	0.0000	0.00

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	2

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	**Ship To**
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ESLRL61158 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: HITC FLUSH MOUNTED INTO RUNNING BOARDS	350.0000	700.00
2	2	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: HITC UNDER MIRRORS	175.0000	350.00
1	1	Y	PMP2BKUMB5-P SOI 21+ TAHOE Under Mirror Bracket Passenger Warehouse: HITC	26.6000	26.60
1	1	Y	PMP2BKUMB5-D SOI 21+ TAHOE Under Mirror Bracket Driver Side Warehouse: HITC	26.6000	26.60
2	2	Y	EMPS4STS5RBW SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU/WHT Warehouse: HITC SIDE CARGO WINDOWS	125.0000	250.00
2	2	Y	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: HITC	13.0700	26.14

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	3

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	**Ship To**
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO REAR Warehouse: HITC	0.0000	0.00
1	1	Y	EMPAK018AV SOI, MPWR ARRW, REAR, 8MOD, 2021-24 TAHOE, RBA/RBA Warehouse: HITC Chevrolet Tahoe (2021-24) 8 Mod Split Rear w/ 4" Modules (DRV) |T18||T18||T18||T18| |T18||T18||T18||T18| (PAS) |RBA||RBA||RBA||RBA|X X|RBA||RBA||RBA||RBA| Accessories: PNFLBSPLT1 LIN DSC w/ Breakout Box (Included)	1,333.9400	1,333.94
2	2	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: HITC LICENSE PLATE LIGHTS	125.0000	250.00
6	6	Y	EMPS1QMS4RBA SOI, MPWR FASCIA, 3", QM, BLK HSG, RED/BLU/AMB Warehouse: HITC D PILLARS	110.0000	660.00
1	1	Y	PMP1BK003 SOI MPOWER REAR WEDGE KIT FOR PILLAR Warehouse: HITC	57.4000	57.40

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	4

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	Ship To
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO INTERIOR/MISC Warehouse: HITC	0.0000	0.00
1	1	Y	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK Warehouse: HITC	884.8000	884.80
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: HITC	175.0000	350.00
2	2	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: HITC 18 inch Harness Kit for Remote Node	40.0000	80.00
1	1	Y	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: HITC	331.0000	331.00
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: HITC	236.6000	236.60

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	5

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	Ship To
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	CG-X HAV, CHARGE GARD, UNIVERSAL, CONTROL MODULE Warehouse: HITC INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a ********** *******	80.2500	80.25
2	2	Y	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: HITC 1 CENTERED IN DRIVER COMPARTMENT HEADLINER 1 IN REAR CARGO AREA ON SWITCH	58.3400	116.68
1	1	Y	CC-25TH-0912-OS TROY 21" WIDE BODY CONSOLE W/OPEN STORAGE, TAHOE/SUBUR Warehouse: HITC	584.0000	584.00
1	1	Y	CM-SDMT-SL-LED TROY HEIGHT ADJSTABLE COMPUTER MOUNT, SIDE TO C(Warehouse: HITC BOLTS TO SIDE OF CONSOLE, WILL ACCOMMODATE A CUSTOMER SUPPLIED DOCKING STATION	392.6700	392.67

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	6

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	Ship To
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FINGERS Warehouse: HITC CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA **********	42.6700	42.67
1	1	Y	AC-TICK-2 TRO INTERNAL 3" SHALLOW TRAY, 2" DEEP Warehouse: HITC	33.3400	33.34
1	1	Y	FP-USBC-2DC TROY 2" PLATE W/2 12VDC OUTLETS & USB-A/USB-C PORT Warehouse: HITC	60.0000	60.00
1	1	Y	AC-MIC-Z-FPI TROY HEIGHT ADJUSTABLE MIC CLIP Warehouse: HITC	22.0000	22.00
1	1	Y	AC-TB-ARMMNT-XL TROY XL ARM REST Warehouse: HITC	149.3400	149.34
1	1	Y	FP-MXTL2500 TRO, 3 " FACEPLATE, MOTOROLA REMOTE RADIO HEAD Warehouse: HITC	0.0000	0.00

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	7

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	Ship To
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	FP-SO500-R TROY 500 SERIES REMOTE CONTROLLER FACEPLATE Warehouse: HITC FP-SO500-R	0.0000	0.00
1	1	Y	FP-M500-DVR TROY MOTOROLA M500 DVR FACEPLATE Warehouse: HITC	0.0000	0.00
1	1	Y	EM21THCRGDCKSSTK2DWR TROY 2022 Cargo Deck Fort Worth Spec Warehouse: HITC PART# EM-21TH-CRGDCK-SSTK-2DWR	2,200.0000	2,200.00
1	1	Y	SB-ECO422013-T TROY ECOLINE ALUMINUM STORAGE BOX 42x20x14 Warehouse: HITC Eco Line Aluminum Storage Box 42"W x 20"L x 14"H; 3-sided 1.5" trim, (2) lockable draw latches, rubber mat in drawer (fit in Durango, PIU, Civilian)	727.4000	727.40
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: HITC	40.0000	80.00
1	1	Y	TES-338265 TESSCO ANTENNA 3/4" Mount, 25' RG58/U Mini-UHF loose Warehouse: HITC MFG PART #: NMO-60-300-M1-N	30.0000	30.00

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	8

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	Ship To
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	204468 TESSCO 760-870 MHz Phantom Antenna, 3 dBi Warehouse: HITC	60.0000	60.00
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: HITC	50.0000	50.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: HITC	60.0000	60.00
1	1	Y	7189B-BSS Blue Sea 150A Circuit Breaker Warehouse: HITC Circuit Breaker Buss 285 SfcMt 150A (FLM- 5)	50.0000	50.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: HITC LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	550.0000	550.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: HITC	3,950.0000	3,950.00

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	9

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	596077-C
Customer No.	GALVCO

Bill To	Ship To
GALVESTON COUNTY 722 MOODY AVE 5TH FLOOR GALVESTON, TX 77550	(For Pickup) HITCHCOCK TX WAREHOUSE 8315 FM 2004 HITCHCOCK, TX 77563
Contact: **SEE NOTES** **Telephone:** 409-770-5371 **E-mail:** NITA.PHILLIPS@GALVESTONCOUNTYTX.(	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/30/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor- Hitchcock	Elizabeth Bryant	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**		

Print Date	10/06/25
Print Time	10:54:41 AM
Page No.	1

Printed By: Blake Hadsell

Subtotal	17,651.70
Freight	650.00
Order Total	18,301.70

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: GALVESTON COUNTY
Contact:
Email:
Product Description: CHEVY TAHOE PPV

Prepared by: SETH GAMBLIN
Phone: 512.436.1313
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Date: October 29, 2025

A. Bid Item: _____ **A. Base Price:** $ 50,557.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK10706	91C 2026 TAHOE PPV **4X4**	$ 6,195.00			$ -
L84	5.3L V8 W/AUTOMATIC	$ -		SEATS, FRONT 40/20/40 SPLIT BENCH	$ -
MQC	10 SPEED TRANS	$ -		SEATS 2ND ROW 60/40 SPLIT-FOLDING	
PQA	SAFTEY PACKAGE	$ 875.00		REAR PARK ASSIST / REAR CAMERA	
6J7	FLASHER SYSTEM, HEAD &TAIL LAMP	$ -		WHEELS 20"X9" STEEL	
AMF	KEY FOB	$ -		ASSIST STEPS	
BTV	REMOTE START	$ -		BLACK RUBBERIZED VINYL FLOOR	
				Total of B. Published Options:	**$ 7,070.00**

Published Option Discount (5%) $ (43.75)

C. Unpublished Options $= 1.4 %

Description	Bid Price	Options	Bid Price
		EXTERIOR -BLACK	
7X3 LEFT HAND LED SPOTLIGHT	$ 800.00	INTERIOR - JET BLACK CLOTH H1T	
		184336	
		Total of C. Unpublished Options:	**$ 800.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles): $ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 99 **miles** $ 198.00

H. Subtotal: $ 58,581.25

I. Quantity Ordered 1 **x H =** $ 58,581.25

J. Trade in: _____ $ -

K.

L. Total Purchase Price $ 58,581.25

Department Name:	Fund Cost Center:
Constable Precinct #4	1101 223800

Current Position Title	PSN	Current Auto Allowance	New Auto Allowance	Difference	Comment
Constable-Precinct 4		$ 16,800.00	$ -	$ (16,800.00)	
		$16,800.00	$0.00	($16,800.00)	

Start Date	4/9/2026
End of Fiscal Year	9/30/2026
Net Work Days	125

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary Contributions	5111000	$ (8,077.00)
	FY 2026 Fiscal Impact	$ (8,077.00)

FY 2027 Fiscal Impact
$ (20,377.00)

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*48.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

26-34-1110-F
Engineering- Request transfer from General Fund - Budgeted Reserves to Flood by Engineering - Other Contract Services to fund the Dickinson Bayou: SH3 to FM 517 project

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/3/25 11:22 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 11/10/2025 : BAT-0000398

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000398
Amendment Date 11/10/2025
Description Request transfer from General Fund - Budgeted Reserves to Flood by Engineering - Other Contract Services to fund the Dickinson Bayou: SH3 to FM 517 project.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$750,000.00	Dickinson BA	
FY2026 Annual (FY26 Amended Budget)	5913000:Transfers Out - Capital Projects	921010 Transfers and Reserves	1101 General Fund		Transfer to Limited Tax Flood Control Bonds Series 2026			$750,000.00	$0.00	Dickinson BA	

Dickinson Bayou breakdown.pdf

File Name Dickinson Bayou breakdown.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 10/30/2025 01:26:22 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/30/2025 01:26:23 PM	10/31/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/30/2025 01:29:41 PM		Gabriela De Los Santos (Budget Specialist)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/31/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/30/2025 04:20:57 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approvers Added	10/30/2025 04:37:08 PM	11/01/2025	Sergio Cruz (Cost Center Manager)	1	Sergio Cruz: Please approve as CC Manager for Budgeted Reserves.
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/30/2025 04:37:08 PM	11/01/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Added Approvers	Approved	10/30/2025 04:39:47 PM	11/01/2025	Christian Monterrubio	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/30/2025 04:42:57 PM	11/01/2025	Diana Huallpa Trevino (Budget Manager)	1	Diana Huallpa Trevino: 26-34-1110-F
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Project	Total Amount	Cost Center	Amount Funded @ 30%	Spend Category	Amount by Spend Category	Comments
De-snag Dickinson Bayou: SH3 to FM 517	$2,500,000	296190 Flood by Engineering	$750,000	Other Contract Services	$750,000	

View Event: Project Budget: De-Snag Dickinson Bayou: SH3 to FM517 Budget - The County of Galveston

For De-Snag Dickinson Bayou: SH3 to FM517 Budget - The County of Galveston
Overall Process Project Budget: De-Snag Dickinson Bayou: SH3 to FM517 Budget - The County of Galveston
Overall Status In Progress
Due Date 10/31/2025
Calendars In Use Consecutive Days (No Calendars Selected)

Details

Plan De-Snag Dickinson Bayou: SH3 to FM517 Budget
Company The County of Galveston
Plan Structure Project LTD Budget
Plan Name De-Snag Dickinson Bayou: SH3 to FM517 Budget
Plan Template Project LTD Budget : De-Snag Dickinson Bayou: SH3 to FM517 Budget
Currency USD
Plan Status In Progress
Translation Currency USD

Period

Plan Period	Original Amount	Amendment Amount	Current Amount
10/29/2025 - 09/30/2027 (De-Snag Dickinson Bayou: SH3 to FM517 Budget)	0.00	0.00	0.00
	Total: 0.00	0.00	0.00

Dickinson Bayou De-Snag Project Budget.pdf

File Name Dickinson Bayou De-Snag Project Budget.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 10/30/2025 08:20:21 AM
Comment

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Plan Event	Plan Event	Step Completed	10/30/2025 08:20:33 AM	10/31/2025	Austin Schumann	1	
Plan Event	Approval by Cost Center Manager	Approved	10/30/2025 09:00:11 AM	11/01/2025	Michael Shannon (Cost Center Manager)	1	
Plan Event	Approval by Budget Specialist	Approved	10/30/2025 09:04:56 AM	11/01/2025	Lee Clemmer (Budget Specialist)	1	
Plan Event	Approval by Sponsored Programs Manager	Not Required		10/31/2025		0	
Plan Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/30/2025 09:11:45 AM	11/01/2025	Kenna Pruitt (Accounting Operations Lead)	1	
Plan Event	Approval by Budget Manager	Approved	10/30/2025 10:18:23 AM	11/01/2025	Diana Huallpa Trevino (Budget Manager)	1	
Plan Event	Approval by Finance Executive	Awaiting Action		11/01/2025	Christie Motogbe (Finance Executive)	2	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
					Sergio Cruz (Finance Executive)		

Plan Period	Company	Ledger Account	Worktags	Debit Amount	Credit Amount	Entry Type	Translation Currency	Plan Line Attributes	Memo
10/29/2025 - 09/30/2027 (De-Snag Dickinson Bayou: SH3 to FM517 Budget)	The County of Galveston	4911000:Transfers - General Fund	Cost Center: 296190 Flood by Engineering Fund: 3374 Limited Tax Flood Control Bonds Series 2026 Project: De-Snag Dickinson Bayou: SH3 to FM517 Revenue Category: Transfer from General Fund		750,000.00	Project	USD	Cost	Initial Budget for Dickinson Bayou Project-For 11.10 CC
10/29/2025 - 09/30/2027 (De-Snag Dickinson Bayou: SH3 to FM517 Budget)	The County of Galveston	5481000:Miscellaneous Contract Services	Cost Center: 296190 Flood by Engineering Fund: 3374 Limited Tax Flood Control Bonds Series 2026 Project: De-Snag Dickinson Bayou: SH3 to FM517 Spend Category: Other Contract Services	750,000.00		Project	USD	Cost	Initial Budget for Dickinson Bayou Project-For 11.10 CC
				Total: 750,000.00	750,000.00				

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts				Debit (+)	Credit (-)
	FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY		
Dickinson Bayou De-Snag Project						
	3374	296190	5481000	Other Contract Services	750,000.00	
	3374	296190	4911000	Transfer from General Fund		750,000.00
Set up Project Budget for CC 11.10 (at 30%)						
					$ 750,000.00	$ 750,000.00

Prepared/Posted by: Austin Schumann **Accounting Date:** 11/10/2025

Approved in Workday by: Kenna Pruitt

Project Number	Commissioners Court Date	Project	City	Estimated Cost	Total City Allocation	Description	Mobility	Drainage	Services Split
20		Ditch 8	County Drainage District #1	510,000		Improvements to siphon at GCWA canal.			
20		Ditch 9	Galveston County Drainage District #1	810,000		Improvements to siphon at GCWA canal.			
		− **Galveston County**			54,300,000.00				
21		Gum Bayou DR 1904: Dickinson Bayou to League City Pkwy.	Galveston County	5,250,000		Regional Drainage Improvements		5,250,000	
22	11/08/25	Dickinson Bayou: SH3 to FM 517	Galveston County	2,500,000		De-snagging Dickinson Bayou		2,500,000	1885

From: Gomez, Rodolfo
To: Motogbe, Christie J
Cc: Schumann, Austin; Pruitt, Kenna; Cruz, Sergio; Monterrubio, Christian; Huallpa, Diana
Subject: Re: Mobility and Drainage Bond Program
Date: Wednesday, October 29, 2025 2:40:31 PM
Attachments: image001.png
image002.png
image003.png
image004.png
Outlook-rw24wius.png

Hello Christie,

Thank you for the update. We'll begin working on the Budget Amendment and submit it for routing once the project is approved.

Respectfully,

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 12:51 PM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Cc: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good afternoon, Rudy,

Hope your day is going well. We will create funds 3314 "Unlimited Tax Road Bonds Series 2026" and 3374 "Limited Tax Flood Control Bonds Series 2026". We should use new cost center 312190 "Roads by Engineering" for road projects and new cost center 296190 "Flood Control by Engineering" for the flood control/drainage projects. Please note that for roads, if Engineering is going to be doing the work or paying bills we should use cost center 312190; if Road & Bridge is going to be doing the work or paying bills, we should use cost center 312110. This way, requisitions/PO's/invoices will route to the appropriate department.

As discussed last week, the only operational budget amendment needed is for activity in fund 1101: the debit to "Transfer to" and credit to "Budgeted Reserves". The "Transfer from" and expenses in the capital project funds will be done by Austin in the project module, which will also route for approvals.

We will also create new spend categories for "Transfer to Unlimited Tax Road Bonds Series 2026" and "Transfer to Limited Tax Flood Control Bonds Series 2026".

Thank you!

Sincerely,

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 12:02 PM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello Christie,

Perfect, we'll begin processing the Budget Amendment on our side once Austin is done. Please let us know if there is a specific way you want us to set it up.

Respectfully,

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 11:04 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good morning, Rudy,

Hope you're well today. Use of fund 3313 will work for the road projects. For flood/drainage projects, we will set up a new fund and will provide this as soon as we can today. Regarding the cost center, I will confirm this as well.

Thank you!

Sincerely,

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 9:45 AM
To: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Cc: Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello All,

Following up on the initial email, we were able to find a previous BA done in April. We will be pulling from the 3313 - Unlimited Tax Road Bonds - 2019 fund. Do you recommend we utilize the 3313-190100 account for these projects?

Respectfully,

From: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 4:40 PM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Cc: Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good afternoon,

Just want to chime in. We definitely don't want to use a 4xxx fund. Those are only used to post our debt payments against. If we are using bond funds, then we should use the related 3xxx for that bond issuance. Please let me know if I can provide any additional info.

Thanks,
Lauren

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 4:03 PM
To: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello Kenna and Austin,

The project will not be county-owned, and we are planning on using available bond funds. Would you recommend the project be created within the 4xxx or 3xxx fund? Also, should all the "Mobility and Drainage Bond" projects being using the same fund and cost center? Please let us know your recommendations.

Respectfully,

From: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 9:13 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good morning, Rudy,

Just to confirm, this is not a county-owned project? Also, do you know which fund will be used for this project? Thank you!

Sincerely,

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 8:46 AM
To: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Good morning Kenna,

After reviewing the project, we will recommend funding at 30% (750k at 100% Services). We will just need Austin to begin creating the project, then we'll complete the BA on our end. We are aiming to have the item on for 11/08 CC. Please let me know if you have any questions. Thank you for your help!

Respectfully,

From: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>

Sent: Monday, October 27, 2025 8:11 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Hi Rodolfo,

Hope you had a great weekend!

Please let me know what you may need from our office for this request.

Thank you,

Kenna Pruitt
Manager – Grant Accounting & Financial Reporting
County Auditor's Office
409-770-5575

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 21, 2025 11:09 AM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello Christie,

Yes, we'll work with Kenna on getting the items ready for 10/08. Based on our meeting with Micheal, only projects #23-27 will be owned by the county. We are still coordinating with his office on determining the initial amount to fund.

Respectfully,



From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Tuesday, October 21, 2025 10:37 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Cc: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good morning, Rudy,

Hope you're doing well. I've included Kenna, so that she can work with your office on what is needed for the 11/08 Commissioners Court. Will this project be owned and therefore capitalized by the County at the end?

Thank you.

Sincerely,



From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 21, 2025 10:08 AM
To: Shannon, Michael <Michael.Shannon@co.galveston.tx.us>
Cc: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Subject: Mobility and Drainage Bond Program

Good morning Michael,

As discussed in our meeting, we created a Smartsheet to keep track of the "Mobility and Drainage Bond Program". We also discussed the first project being the "Dickinson Bayou: SH3 to FM 517" with an estimated cost of $2,500,000 categorized as 100% services. We will begin coordinating with the Auditors Office to place the item on for 11/08 Commissioners Court. Please let me know if there is anything we may need to update.

Smartsheet link:
https://app.smartsheet.com/sheets/gphR988pcV8q3G6wJvgHG6CM27572VcHw9rgRQw1

Respectfully,



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
49.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Receive public comments on L4 Ranch replat

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/30/25 3:11 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
50.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval with no conditions, approval with conditions or disapprove of L4 Ranch replat

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/3/25 5:27 pm

On this the 10th day of November, 2025, the Commissioners Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat First Addition to Algo Suburbs is presently on file with the County Clerk of Galveston County. It may be found in Volume 3, Page 1 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", Daphine Ann Massey has filed their Petition and Application for permission to revise plat; and

WHEREAS, Local Government Code, Section 232.009 requires notice of this application be posted on the county website and notice sent to landowners within 200 feet of the subdivision plat to be revised; and

WHEREAS, by Order of the Commissioners Court on September 29, 2025, Michael Shannon, County Engineer, was directed to give notice of the application by mail and posting on the county's website; and

WHEREAS, pursuant to such Order, letters were sent to landowners within 200' of the subdivision to be revised and notice was posted on the Galveston County website; and

WHEREAS, the application of Daphine Ann Massey has once again this day been presented to the Commissioners Court; and

WHEREAS, it appearing that all requirements of Local Government Code, Section 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application for L4 Ranch replat be approved and that Daphine Ann Massey be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 10th day of November, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

On this the 29th day of September, 2025, the Commissioners' Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of First Addition to Algoa Suburbs is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 3, Page 1 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Daphine Ann Massey has filed their Petition and Application for permission to revise a portion of Lots 3 & 4, Block 9; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be November 10, 2025, at 9:30 a.m. in the following location:

Galveston County Courthouse
722 Moody
Galveston, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 29th day of September, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST: _____
Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES Daphine Ann Massey, and files this Petition and Application to revise plat of First Addition to Algoa Suburbs, subdivision plat recorded in Volume 3, Page 1 of the Map Records of Galveston County, Texas to:

1 lot into 2 lots

Petitioner requests permission to revise the aforementioned subdivision plat in accordance with and as provided for in Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner owns land in the aforementioned subdivision that is subject to the subdivision controls of Galveston County.

2. A copy of the proposed re-plat is attached hereto as Exhibit "B"

3. The portion of the subdivision plat that will be revised is:
   part of Lots 3 & 4

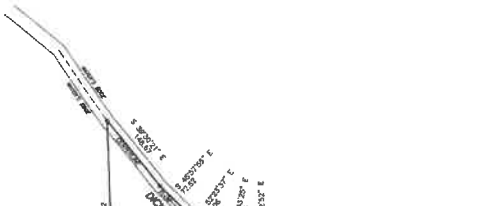
4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.

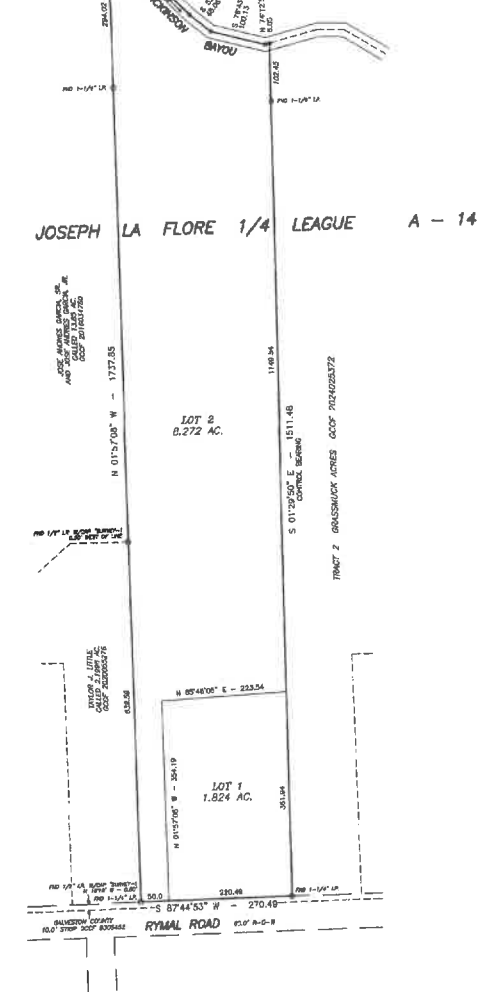
5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised plat or part of a plat showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this petition and application be given to the required property owners in Galveston County and that said notice be published as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the petitioner to revise the subdivision plat and that this Honorable Court enter such further orders and take further action as may be proper.

Daphine Ann Massey — 7/25/25
Petitioner — Date

Petitioner — Date





THE STATE OF TEXAS |

COUNTY OF GALVESTON |

I, DAPHNE ANN MASSEY BEING THE OWNER, HEREINAFTER REFERRED TO AS OWNER OF THE 10.096 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF L4 RANCH, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNER HAS DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. & A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNER DOES HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNER DOES HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNER DOES HEREBY DEDICATE TO GALVESTON COUNTY DRAINAGE DISTRICT NO. 1 A STRIP OF LAND, THIRTY (30') FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING GALVESTON COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNER DOES HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, G.U.L.F., CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNER CERTIFIES AND COVENANT THAT SHE HAS COMPLIED WITH OR WILL COMPLY WITH THE EXISTING GALVESTON COUNTY REGULATIONS HERETOFORE ON FILE WITH THE GALVESTON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY.

FURTHER, THE OWNER HEREBY CERTIFIES THAT THIS REPLAT DOES NOT ATTEMPT TO ALTER, AMEND, OR REMOVE ANY COVENANTS OR RESTRICTIONS; WE FURTHER CERTIFY THAT NO PORTION OF THE PRECEDING PLAT WAS LIMITED BY DEED RESTRICTION TO RESIDENTIAL USE FOR NOT MORE THAN TWO (2) RESIDENTIAL UNITS PER LOT.

DAPHNE ANN MASSEY

THE STATE OF TEXAS |

COUNTY OF |

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAPHNE ANN MASSEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

L4 RANCH

2 LOTS 10.096 AC.

AUGUST 27, 2025

A SUBDIVISION OF 10.096 ACRES OF LAND, SITUATED IN THE JOSEPH LA FLORE 1/4 LEAGUE, ABSTRACT 14, GALVESTON COUNTY TEXAS, AND BEING A PART OF LOT 3 (CALLED DEMONSTRATION FARM PER PLAT) AND A PART OF LOT 4, BLOCK 9, FIRST ADDITION TO ALGOA SUBURBS, ACCORDING TO THE PLAT RECORDED IN VOLUME 238, PAGE 10, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND TRANSFERRED TO VOLUME 3, PAGE 1, MAP RECORDS OF GALVESTON COUNTY, TEXAS, AND BEING THAT SAME CERTAIN TRACT DESCRIBED IN A DEED TO PHILLIP L. MASSEY RECORDED IN GALVESTON COUNTY CLERK'S FILE 2004002437.

I, STEPHEN D. ADAMS, JR. REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5611, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE GROUND, IN ACCORDANCE WITH THE INFORMATION PROVIDED BY, AND CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY AND IS TRUE AND CORRECT AND THAT ALL BLOCK CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE WILL BE PROPERLY MARKED WITH 1/2" IRON RODS, EXCEPT WHERE NOTED.

WITNESS MY HAND AND SEAL THIS THE 27th DAY OF August, 2025.

STEPHEN D. ADAMS, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5611

FIELD NOTES

10.096 ACRES OF LAND, SITUATED IN THE JOSEPH LA FLORE 1/4 LEAGUE, ABSTRACT 14, GALVESTON COUNTY TEXAS, AND BEING A PART OF LOT 3 (CALLED DEMONSTRATION FARM PER PLAT) AND A PART OF LOT 4, BLOCK 9, FIRST ADDITION TO ALGOA SUBURBS, ACCORDING TO THE PLAT RECORDED IN VOLUME 238, PAGE 10, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND TRANSFERRED TO VOLUME 3, PAGE 1, MAP RECORDS OF GALVESTON COUNTY, TEXAS, AND BEING THAT SAME CERTAIN TRACT DESCRIBED IN A DEED TO PHILLIP L. MASSEY RECORDED IN GALVESTON COUNTY CLERK'S FILE 2004002437, SAID 10.096 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1-1/4 INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AT THE SOUTHEAST CORNER OF SAID MASSEY TRACT AND THE SOUTHWEST CORNER OF TRACT 2 OF GRASSHUCK ACRES ACCORDING TO THE PLAT RECORDED IN GALVESTON COUNTY CLERK'S FILE 2024025372, SAID POINT BEING IN THE NORTH RIGHT-OF-WAY LINE OF RYMAL ROAD (60.0 FEET WIDE) BEING THE NORTH LINE OF A 10.0 FOOT WIDE TRACT DESCRIBED IN A DEED TO GALVESTON COUNTY RECORDED IN GALVESTON COUNTY CLERK'S FILE 9308452;

THENCE SOUTH 87°44'53" WEST, WITH THE SOUTH LINE OF SAID MASSEY TRACT AND THE NORTH RIGHT-OF-WAY LINE OF RYMAL ROAD, A DISTANCE OF 270.49 FEET TO A 1-1/4 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, AT THE SOUTHWEST CORNER OF SAID MASSEY TRACT AND THE SOUTHEAST CORNER OF A CALLED 2.1998 ACRE TRACT DESCRIBED IN A DEED TO TAYLOR J. LITTLE, RECORDED IN GALVESTON COUNTY CLERK'S FILE 2020056276, FROM WHICH POINT A 1/2 INCH IRON ROD CAPPED "SURVEY-1" FOUND BEARS NORTH 19°15' WEST - 0.50 FEET;

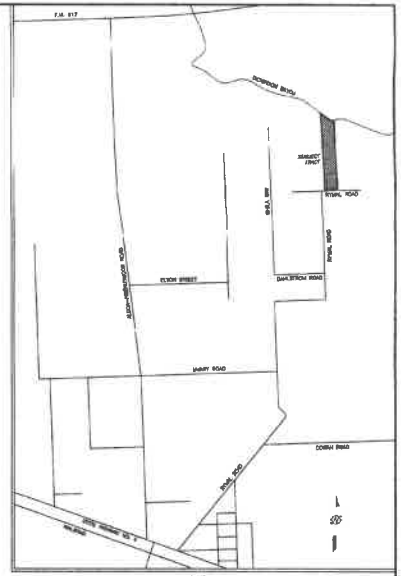
THENCE NORTH 01°57'08" WEST, WITH THE WEST LINE OF SAID MASSEY TRACT AND THE EAST LINE OF SAID 2.1998 ACRE TRACT, AT 839.58 FEET PASS A 1/2 INCH IRON ROD CAPPED "SURVEY-1" FOUND 0.50 FEET WEST OF LINE, AND CONTINUE WITH THE WEST LINE OF SAID MASSEY TRACT AND THE EAST LINE OF A CALLED 13.83 ACRE TRACT DESCRIBED IN A DEED TO JOSE ANDRES GARCIA, SR., AND JOSE ANDRES GARCIA, JR., RECORDED IN GALVESTON COUNTY CLERK'S FILE 2016034190, AT 1442.83 FEET PASS A 1-1/4 INCH IRON PIPE FOUND AND CONTINUE FOR A TOTAL DISTANCE OF 1737.55 FEET TO A POINT MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT IN THE CENTERLINE OF DICKINSON BAYOU;

IN AN EASTERLY DIRECTION, DOWN THE CENTERLINE OF DICKINSON BAYOU THE FOLLOWING COURSES AND DISTANCES;

SOUTH 38°30'21" EAST - 148.87 FEET,
SOUTH 49°57'55" EAST - 72.52 FEET,
SOUTH 52°33'37" EAST - 48.08 FEET,
SOUTH 76°45'25" EAST - 100.13 FEET, AND
NORTH 74°15'58" EAST - 8.05 FEET,

TO A POINT MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AT THE NORTHWEST CORNER OF TRACT 2, GRASSHUCK ACRES;

THENCE SOUTH 01°29'50" EAST, (CONTROL BEARING) WITH THE EAST LINE OF SAID MASSEY TRACT AND THE WEST LINE OF TRACT 2, GRASSHUCK ACRES, AT 102.45 FEET PASS A 1-1/4" IRON PIPE FOUND, AND CONTINUE FOR A TOTAL DISTANCE OF 1511.46 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10.096 ACRES OF LAND.



VICINITY MAP
SCALE 1" = 1320'

I, DENNIS WAGNER, SR., CHAIRMAN OF GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, DO HEREBY CERTIFY THAT THE PLA" OF THIS SUBDIVISION COMPLIES WITH REQUIREMENTS FOR DRAINAGE AS ADOPTED BY THE DISTRICT.

DENNIS WAGNER, SR.
CHAIRMAN

I, MICHAEL E. SHANNON, COUNTY ENGINEER OF GALVESTON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE GALVESTON COUNTY COMMISSIONERS' COURT.

MICHAEL E. SHANNON, PE
GALVESTON COUNTY ENGINEER

APPROVED FOR FILING, WHEREON GALVESTON COUNTY ASSUMES NO OBLIGATION FOR DRAINAGE, STREETS, ROADS OR MAKING ANY OTHER IMPROVEMENTS IN SAID SUBDIVISION.

ROBIN ARMSTRONG MD
COMMISSIONER, PRECINCT NO. 4

MARK HENRY
COUNTY JUDGE

THE ABOVE SUBDIVISION TITLED L4 RANCH AS MAPPED, APPROVED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS, BY ORDER DATED _____ 2025.

DWIGHT SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY _____ DEPUTY

I, DWIGHT SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____ 2025, AT _____ O'CLOCK __M. AND DULY RECORDED ON _____ 2025, AT _____ O'CLOCK __M. IN PLAT RECORD _____, MAP NUMBER _____ GALVESTON COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

DWIGHT SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY _____ DEPUTY

STANDARD PLAT NOTES:

1. BUILDINGS, FENCES OR OTHER STRUCTURES SHALL NOT BE ERECTED IN DISTRICT RIGHTS-OF-WAY OR DRAINAGE EASEMENTS.

2. THE DETENTION AND DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE PROPERTY OWNER(S).

3. THE PLAT SHALL NOT BE APPROVED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A DETENTION AND DRAINAGE PLAN HAS BEEN APPROVED BY GALVESTON CO. DRAINAGE DISTRICT NO. 1.

4. ADDITIONAL DRAINAGE EASEMENTS MAY BE REQUIRED AT THE TIME A DRAINAGE PLAN IS SUBMITTED TO GALVESTON CO. DRAINAGE DISTRICT NO. 1 FOR APPROVAL.

5. PLANTINGS, FLOWER BEDS, OTHER LANDSCAPING, OR FILL MATERIALS ARE NOT PERMITTED IN SCE LOT DRAINAGE OR DETENTION EASEMENTS.

SPECIAL PLAT NOTES:

1. THERE ARE EXISTING IMPROVEMENTS LOCATED ON LOT 1.

2. PREPARED IN CONNECTION WITH A CITY PLANNING LETTER ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER FILE NO. 2940028-099

3. ELECTRIC DISTRIBUTION EASEMENT RECORDED IN GCCF 8800919 DOES NOT APPLY TO THIS TRACT.

SCALE 1"=100'

0 25 50 100 200 300
FEET

BEARING BASE - TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE

OWNER:
DAPHNE ANN MASSEY
1850 RYMAL ROAD
ALVIN, TEXAS 77511

ADAMS SURVEYING CO.
SURVEYOR:
STEVE D. ADAMS
STEPHEN D. ADAMS, JR.
P.O. BOX 114
ALVIN, TEXAS 77512
281/331-3523

EF - LARRICH

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
51.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Receive public comments on Highland Road Replat

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/30/25 3:34 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
52.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval with no conditions, approval with conditions or disapprove of Highland Road replat

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/30/25 3:36 pm

On this the 10th day of November, 2025, the Commissioners Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat H B Boylan Survey Subdivision is presently on file with the County Clerk of Galveston County. It may be found in Volume 105, Page 63 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", Vicki Brown, Dale Weyer and Janell Grassmuck have filed their Petition and Application for permission to revise plat; and

WHEREAS, Local Government Code, Section 232.009 requires notice of this application be posted on the county website and notice sent to landowners within 200 feet of the subdivision plat to be revised; and

WHEREAS, by Order of the Commissioners Court on September 29, 2025, Michael Shannon, County Engineer, was directed to give notice of the application by mail and posting on the county's website; and

WHEREAS, pursuant to such Order, letters were sent to landowners within 200' of the subdivision to be revised and notice was posted on the Galveston County website; and

WHEREAS, the application of Vicki Brown, Dale Weyer and Janell Grassmuck have once again this day been presented to the Commissioners Court; and

WHEREAS, it appearing that all requirements of Local Government Code, Section 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application for Highland Road Replat be approved and that Vicki Brown, Dale Weyer and Janell Grassmuck be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 10th day of November, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

On this the 29th day of September, 2025, the Commissioners' Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of H B Boylan Survey Subdivision is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 105, Page 63 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Vicki Brown, Dale Weyer and Janell Grassmuck have filed their Petition and Application for permission to revise a portion of Lots 30 & 31; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be November 10, 2025, at 9:30 a.m. in the following location:

Galveston County Courthouse
722 Moody
Galveston, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 29th day of September, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST: _____
Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES Vicki Brown, Dale Weyer and Janell Grassmuck d files this Petition and Application to revise plat of H.B. Boylan Survey, subdivision plat recorded in Volume 105, Pg. 63 of the Map Records of Galveston County, Texas to:

Petitioner requests permission to revise the aforementioned subdivision plat in accordance with and as provided for in Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner owns land in the aforementioned subdivision that is subject to the subdivision controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B"
3. The portion of the subdivision plat that will be revised is:

   part of lots 30 & 31

4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised plat or part of a plat showing the changes made to the original plat.

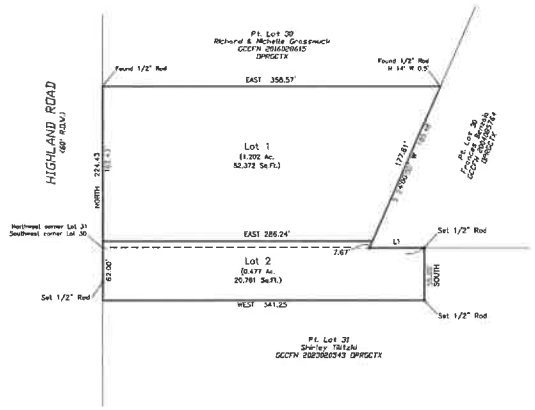
WHEREFORE, Petitioner prays that notice of this petition and application be given to the required property owners in Galveston County and that said notice be published as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the petitioner to revise the subdivision plat and that this Honorable Court enter such further orders and take further action as may be proper.

Janell Grassmuck — 9.16.25
Petitioner — Date

Petitioner — 9.16.25
Date

V Brown — 9.16.25

LINE TABLE		
LINE	BEARING	DISTANCE
L1	EAST	58.12



PROPERTY DESCRIPTION

Being that certain tract or parcel of land out of Lot Thirty-One (31), and a 1.248 acre tract or parcel of land out of Lot Thirty (30), of the West 600 acres of H.B. Boylan Survey, Abstract 536, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 105, Page 63 of the Deed Records of Galveston County, Texas, said tract being all of that certain tract or parcel of land conveyed to Frances Benzola as recorded in Galveston County Clerk's File No. (GCCFN) 2009040763 in the Official Public Records of Real Property of Galveston County, Texas (OPRRPGCTX), SAVE AND EXCEPT that certain tract or parcel of land conveyed to Richard Grossmuck as recorded in GCCFN 2013059726 in the OPRRPGCTX, said tract of land out of said Lot 31 and 1.248 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the East right-of-way line of Highland Road (60' R.O.W.) and the West line of said Lot 30, and being the Northwest corner of the herein described tract, a found 1/2 inch rod;

THENCE East, parallel to the North line of said Lot 31 and the South line of said Lot 30, a distance of 358.57 feet to the Northeast corner of the herein described tract, a found 1/2 inch rod, bearing N 14° W a distance of 0.5 feet;

THENCE South 24° 00' 00" West, a distance of 185.48 feet to the North line of said Lot 31 and the South line of said Lot 30, an interior point for corner;

THENCE East, along the North line of said Lot 31 and the South line of said Lot 30, a distance of 58.12 feet, a point for corner, a set 1/2 inch rod;

THENCE South, parallel to the East right-of-way line of said Highland Road, a distance of 55.00 feet to the Southeast corner of the herein described tract, a set 1/2 inch rod;

THENCE West, parallel to the North line of said Lot 31 and the South line of said Lot 30, a distance of 341.25 feet to the East right-of-way line of said Highland Road and the West line of said Lot 31 and being the Southwest corner of the herein described tract;

THENCE North, along the East right-of-way line of said Highland Road, at a distance of 20.07 feet pass a set 1/2 inch rod, continuing for a total distance of 224.43 feet to the PLACE OF BEGINNING and containing 1.679 acres (73,133 square feet) of land, more or less.

This is to certify that I, Brane Addison, a Registered Professional Land Surveyor for the State of Texas, have platted the above and foregoing subdivision and replat from an actual survey on the ground and under my direction and that all corners have been, or will be, properly monumented.

Brane Addison
Registered Professional
Land Surveyor No. 6598

BRANE ADDISON 6598 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

TRICON LAND SURVEYING, LLC
Mailing: 8341 Stewart Rd. #251
Physical: 2011 59th Street
Galveston, TX 77551
409-497-2772
TriconLandSurveying.com
T.B.P.L.S. Firm No. 10164309
TLS #25-0138

0 60 120
SCALE: 1" = 60'

NOTES:

1) This property lies within 'Other Flood Areas' Zone X as established by the FEMA Flood Insurance Rate Map No. 48167C0375G, Dated August 18, 2019.

2) All of the property subdivided in the foregoing plat is within the incorporated boundaries of Galveston County.

3) Bearings are record, based on the found monumentation of the East right-of-way line of Highland Road.

4) Planting, flower beds, and other landscaping or fill materials are not permitted in side lot drainage swales or drainage/detention easements. Maintenance of side lot drainage swales or detention easements are the responsibility of the property owner.

THE STATE OF TEXAS
COUNTY OF GALVESTON

We, Vicki Brown, Dale Weyer and Janell Grossmuck, owners by virtue of deed recorded in/under Clerk's File No. 2024013542 of the Official Public Records of Real Property of Galveston County, Texas, hereinafter referred to as Owner of the tract described in the above and foregoing map of HIGHLAND ROAD REPLAT, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, or heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owner has dedicated on by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet six (11' 6") inches for ten feet (10' 0") perimeter ground easements or five feet six (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (15' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owner has dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten fee (10' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owner does hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owner does hereby convenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owner does hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving Galveston County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owner does hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways an easements clear of fences, building, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, the Owner hereby certifies that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

Witness my hand in County of Galveston, Texas, this _____ day of _____, 2025.

Vicki Brown

Dale Weyer

Janell Grossmuck

THE STATE OF TEXAS }{ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON }{

BEFORE ME, the undersigned authority, on this day personally appeared Vicki Brown, Dale Weyer, and Janell Grossmuck known to me to be the person(s) whose name(s) are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public for the
State of Texas
My Commission Expires_____

THE STATE OF TEXAS }{ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON }{

I, Dwight D. Sullivan, County Clerk, Galveston County Texas, do hereby certify that the written instrument was filed for record in my office on _____, 2025, at _____ O'clock, ___m, and duly recorded on _____, 2025, at ____ O'clock, ___m, Instrument #_____, Galveston County records.

Witness my hand and seal of office, at Galveston, Texas, the day and date last above written

Dwight D. Sullivan, County Clerk
Galveston County, Texas

By _____Deputy



I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Galveston County Commissioners' Court.

Michael C. Shannon, PE
County Engineer

APPROVED for filing, wherein Galveston County assumes no obligation for drainage, streets, roads or making any other improvements in said subdivision.

Joe Giusti
Commissioner, Precinct No. 2

Mark Henry
County Judge

The above subdivision title HIGHLAND ROAD REPLAT as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order dated _____, 2025.

Dwight D. Sullivan
County Clerk of Galveston County, Texas.

By _____ Deputy

HIGHLAND ROAD REPLAT

A REPLAT OF PART OF LOTS 30 AND 31,
H.B. BOYLAN SURVEY
VOLUME 105, PAGE 63
GALVESTON COUNTY, TEXAS
09-08-2025

Owner:
Vicki Brown, Dale Weyer, Janell Grossmuck
5725 Highland Road
Santa Fe, TX. 77517

Surveyor:
Brane Addison
Registered Professional Land Surveyor No. 6598

NOT RECORDED
REMAINDER

1900

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
53.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Receive public comments on Long's Subdivision Partial replat

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 7:44 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
54.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval with no conditions, approval with conditions or disapprove of Long's Subdivision Partial Replat

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 1:48 pm

On this the 10th day of November, 2025, the Commissioners Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat Long's Subdivision is presently on file with the County Clerk of Galveston County. It may be found in Volume 226, Page 612 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", Donna Lee Vaughn and Robert Wayne Vaughn have filed their Petition and Application for permission to revise plat; and

WHEREAS, Local Government Code, Section 232.009 requires notice of this application be posted on the county website and notice sent to landowners within 200 feet of the subdivision plat to be revised; and

WHEREAS, by Order of the Commissioners Court on September 29, 2025, Michael Shannon, County Engineer, was directed to give notice of the application by mail and posting on the county's website; and

WHEREAS, pursuant to such Order, letters were sent to landowners within 200' of the subdivision to be revised and notice was posted on the Galveston County website; and

WHEREAS, the application of Donna Lee Vaughn and Robert Wayne Vaughn have once again this day been presented to the Commissioners Court; and

WHEREAS, it appearing that all requirements of Local Government Code, Section 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application for Long's Subdivision Partial Replat be approved and that Donna Lee Vaughn and Robert Wayne Vaughn be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 10th day of November, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

On this the 29th day of September, 2025, the Commissioners' Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of Long's Subdivision is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 226, Page 612 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Donna Lee Vaughn and Robert Wayne Vaughn have filed their Petition and Application for permission to revise a portion of Lots 10 & 11; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be November 10, 2025, at 9:30 a.m. in the following location:

Galveston County Courthouse
722 Moody
Galveston, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 29th day of September, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST: _____
Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES Donna & Robert Vaughn, and files this Petition and Application to revise plat of Long's Subdivision, subdivision plat recorded in Vol. 226, Pg. 612 of the Map Records of Galveston County, Texas to:

divide 4.126 acre property into 3 separate lots

Petitioner requests permission to revise the aforementioned subdivision plat in accordance with and as provided for in Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner owns land in the aforementioned subdivision that is subject to the subdivision controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B"
3. The portion of the subdivision plat that will be revised is:

   part of lots 10 and 11

4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised plat or part of a plat showing the changes made to the original plat.

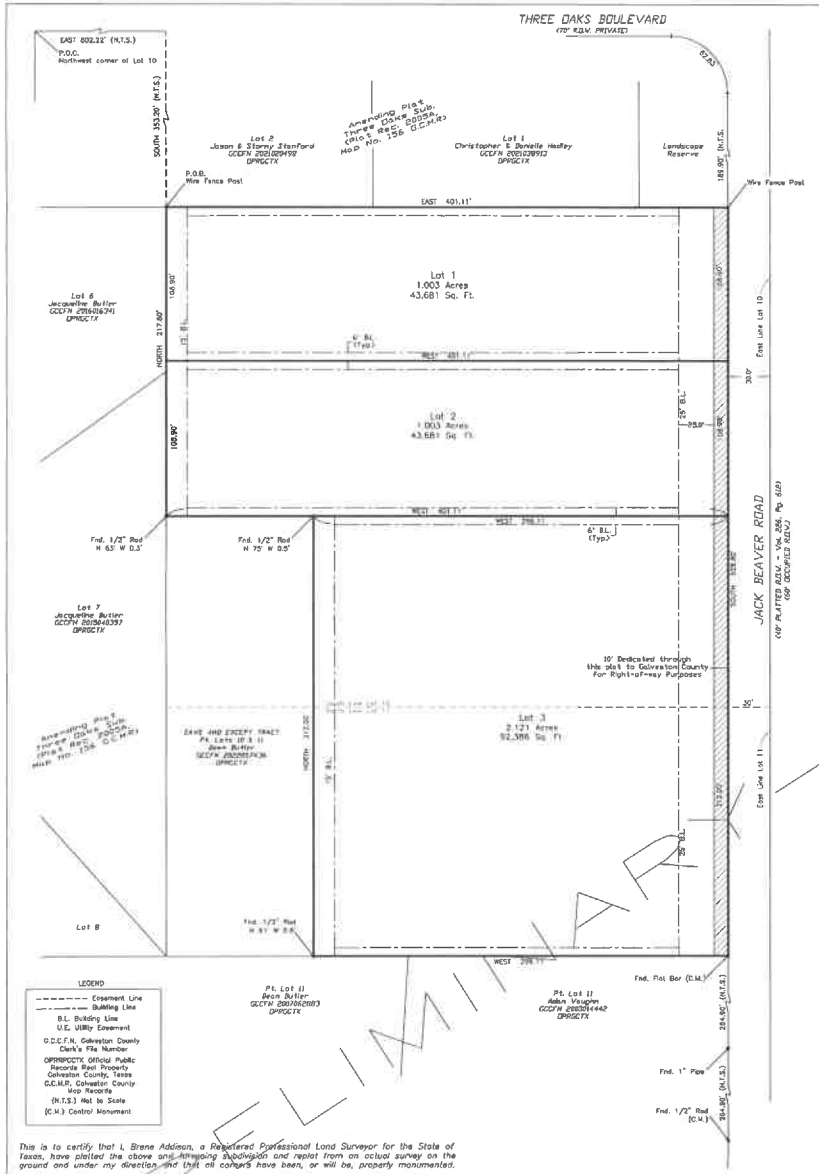
WHEREFORE, Petitioner prays that notice of this petition and application be given to the required property owners in Galveston County and that said notice be published as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the petitioner to revise the subdivision plat and that this Honorable Court enter such further orders and take further action as may be proper.

Donna Vaughn
Petitioner

8/21/25
Date

Robert W. Vaughn
Petitioner

8/21/2025
Date



This is to certify that I, Brene Addison, a Registered Professional Land Surveyor for the State of Texas, have platted the above and foregoing subdivision and replat from an actual survey on the ground and under my direction and that all corners have been, or will be, properly monumented.

Brene Addison
Registered Professional
Land Surveyor No. 6598

TRICON LAND SURVEYING, LLC
Mailing: 8341 Stewart Rd. #251
Physical: 2011 58th Street
Galveston, TX 77551
409-497-2772
TriconLandSurveying.com
T.B.P.L.S. Firm No. 10194309
TLS 25-0404

PROPERTY DESCRIPTION

Being a 4.126 acre remainder tract, being out of and part of that certain 4.878 acre tract or parcel of land out of Lots Ten (10) and Eleven (11), of LONG'S SUBDIVISION, a subdivision in the Ira Lewis League, Galveston County, Texas, according to the map or plat thereof recorded in Volume 226, Page 612, in the Office of the County Clerk of Galveston County, Texas, said 4.878 acre tract being that same tract conveyed to Robert Wayne Vaughn by deed recorded under Galveston County Clerk's File No. (GCCFN) 2005036118 of the Official Public Records of Real Property of Galveston County, Texas (OPRPGCTX), said 4.126 acre tract being all of said Vaughn 4.878 acre tract SAVE AND EXCEPT that certain 0.752 acre tract or parcel of land conveyed to Dean Butler by deed recorded under GCCFN 2022057436 of the OPRPGCTX, said 4.126 acre remainder tract being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of said Lot 10;

THENCE East, along the North line of said Lot 10, a distance of 802.22 feet;

THENCE South, parallel to the West line of said Lot 10, a distance of 353.20 feet to the PLACE OF BEGINNING and being the Northwest corner of the herein described tract, a wire fence post;

THENCE East, parallel to the North line of said Lot 10, a distance of 401.11 feet to the West right-of-way line of Jack Beaver Road (60' R.O.W.) and being the Northeast corner of the herein described tract, a wire fence post;

THENCE South, along the West right-of-way of said Jack Beaver Road and parallel to the West line of said Lot 10, at a distance of 353.20 feet pass the South line of said Lot 10 and the North line of said Lot 11, a total distance of 529.80 feet to the Southeast corner of the herein described tract, a found flat bar;

THENCE West, parallel to the North line of said Lots 10 and 11, a distance of 296.11 feet to the most Southerly Southwest corner of the herein described tract, same being the Southeast corner of said Butler tract, a found 1/2 inch rod, bearing N 61° W a distance of 0.8 feet;

THENCE North, along the East line of said Butler tract, and parallel to the West line of said Lots 10 and 11, at a distance of 176.80 feet pass the North line of said Lot 11 and the South line of said Lot 10, a total distance of 312.00 feet to an interior point for corner, and being the Northeast corner of said Butler tract, a found 1/2 inch rod, bearing N 75° W a distance of 0.5 feet;

THENCE West, along the North line of said Butler tract, and parallel to the North line of said Lot 10, a distance of 105.00 feet to a point for corner and being the Northwest corner of said Butler tract, a found 1/2 inch rod, bearing N 83° W a distance of 0.3 feet;

THENCE North, parallel to the West line of said Lots 10 and 11, a distance of 217.80 feet to the PLACE OF BEGINNING and containing 4.126 acres (179,748 square feet) of land, more or less.

THE STATE OF TEXAS
COUNTY OF GALVESTON

We, Donna Lee Vaughn and Robert Wayne Vaughn, owners hereinafter referred to as Owner of the lots described in the above and foregoing map of "LONG'S SUBDIVISION PARTIAL REPLAT", do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and herby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, or heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated an by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet six (11' 6") inches for ten feet (10' 0") perimeter ground easements or five feet six (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby convenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving Galveston County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways an easements clear of fences, building, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, the Owners hereby certify that this replat does not attemp to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

Witness my hand in County of Galveston, Texas, this _____ day of _____, 2025.

Donna Lee Vaughn

Robert Wayne Vaughn

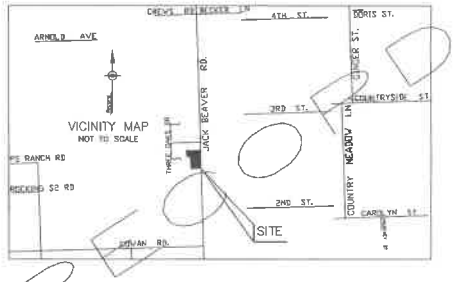
THE STATE OF TEXAS }
COUNTY OF GALVESTON }

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, the undersigned authority, on this day personally appeared Donna Lee Vaughn and Robert Wayne Vaughn, known to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public for the
State of Texas
My Commission Expires_____



NOTES:

1) This property lies within "other areas" Zone X as established by the FEMA Flood Insurance Rate Map No. 48167C0220G, dated August 15, 2019.

2) All of the property subdivided in the foregoing plat is within the incorporated boundaries of Galveston County, Texas.

3) Bearings shown hereon are record bearings, as shown on deed recorded in Galveston County Clerk's File No. 2005036118 of the Official Public Records of Real Property of Galveston County, Texas, and based on the found monumentation of the West right-of-way line of Jack Beaver Road.

4) Planting, flower beds, and other landscaping or fill materials are not permitted in side lot drainage swales or drainage/detention easements. Maintenance of side lot drainage swales or detention easements are the responsibility of the property owner.

APPROVED for filing, wherein Galveston County assumes no obligation for drainage, streets, roads or making any other improvements in said subdivision.

Robin Armstrong
Commissioner, Precinct No. 4

Mark Henry
County Judge

The above subdivision titled "LONG'S SUBDIVISION PARTIAL REPLAT" as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order dated _____, 2025.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

By _____Deputy

I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Galveston County Commissioners' Court.

Michael C. Shannon, PE
County Engineer

THE STATE OF TEXAS }
COUNTY OF GALVESTON }

KNOW ALL MEN BY THESE PRESENTS

I, Dwight D. Sullivan, County Clerk, Galveston County Texas, do hereby certify that the written instrument was filed for record in my office on _____, 2025, at _____ O'clock, ____m, and duly recorded on _____, 2025, at _____ O'clock, ____m, Instrument #_____, Galveston County records.

Witness my hand and seal of office, at Galveston, Texas, the day and date last above written

Dwight D. Sullivan, County Clerk
Galveston County, Texas

By _____Deputy

LONG'S SUBDIVISION PARTIAL REPLAT

A REPLAT OF PART OF LOTS 10 AND 11, LONG'S SUBDIVISION VOLUME 226, PAGE 612 GALVESTON COUNTY, TEXAS 09-12-2025

Owner:
Donna Lee Vaughn &
Robert Wayne Vaughn
2510 Jack Beaver Road,
Santa Fe, TX 77517

Surveyor:
Brene Addison
Registered Professional Land Surveyor No. 6598

1906

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
55.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Receive public comments on Hi Point Beach Addition Partial Replat No. 1

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 8:14 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
56.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval with no conditions, approval with conditions or disapprove of Hi Point Beach Addition Partial Replat No. 1

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/31/25 1:52 pm

On this the 10th day of November, 2025, the Commissioners Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat Hi Point Beach Addition is presently on file with the County Clerk of Galveston County. It may be found in Map Record 12, Page No. 37 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", Scott Broussard has filed their Petition and Application for permission to revise plat; and

WHEREAS, Local Government Code, Section 232.009 requires notice of this application be posted on the county website and notice sent to landowners within 200 feet of the subdivision plat to be revised; and

WHEREAS, by Order of the Commissioners Court on September 29, 2025, Michael Shannon, County Engineer, was directed to give notice of the application by mail and posting on the county's website; and

WHEREAS, pursuant to such Order, letters were sent to landowners within 200' of the subdivision to be revised and notice was posted on the Galveston County website; and

WHEREAS, the application of Scott Broussard has once again been this day been presented to the Commissioners Court; and

WHEREAS, it appearing that all requirements of Local Government Code, Section 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application for Hi Point Beach Addition Partial Replat No. 1 be approved and that Scott Broussard be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 10th day of November, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

On this the 29th day of September, 2025, the Commissioners' Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of Hi Point Beach Addition is presently on file with the County Clerk of Galveston County. It may be found in recorded in Map Record 12, Page 37 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Scott Broussard has filed their Petition and Application for permission to revise a portion of Lots 28 & 29; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be November 10, 2025, at 9:30 a.m. in the following location:

Galveston County Courthouse
722 Moody
Galveston, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 29th day of September, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST: _____
Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES Scott Broussard, and files this Petition and Application to revise plat of Hi Point Beach Addition, subdivision plat recorded in Map Record 12, Page 37 of the Map Records of Galveston County, Texas to: Reposition the common line of Lots 28 and 29.

Petitioner requests permission to revise the aforementioned subdivision plat in accordance with and as provided for in Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner owns land in the aforementioned subdivision that is subject to the subdivision controls of Galveston County.

2. A copy of the proposed re-plat is attached hereto as Exhibit "B"

3. The portion of the subdivision plat that will be revised is:

   Lot 28 and Lot 29

4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.

5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised plat or part of a plat showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this petition and application be given to the required property owners in Galveston County and that said notice be published as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the petitioner to revise the subdivision plat and that this Honorable Court enter such further orders and take further action as may be proper.

Petitioner — Date: 8-19-25

Petitioner — Date

METES AND BOUNDS DESCRIPTION
7,555 Square Feet (0.173 of one acre)
JONES SHAW LEAGUE
ABSTRACT NUMBER 179
GALVESTON COUNTY, TEXAS

ALL that certain 7,555 Square Feet (0.173 of one acre) of land situated in the Jones Shaw League, Abstract No. 179, Galveston County Texas, being all of Lot 29 of Hi Point Beach Addition, a subdivision of record of Map Record 12, Page 37 of the Galveston County Map Records, together with that certain tract of land out of and a part of Lot 28 of said Hi Point Beach Addition described to Richard Pedraza, and wife, Connie Pedraza in a Warranty Deed at Clerk's File Number 8914130 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), and further being that same tract of land described to Jason Paul Harding in a Warranty Deed at Clerk's File Number 2020058730 of the O.P.R.G.C.T., and being more particularly described by metes and bounds as follows (All bearings based upon the Texas Coordinate System 1983, South Central Zone 4204, Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.90; E: 3,312,955.72) All coordinates shown hereon are reported in grid. All area quantities are reported in surface.

BEGINNING at a 1/2 inch iron rod (no cap) found in the southerly right-of-way (R.O.W.) line of Avenue I (50' Wide, Hi Point Beach Addition) for the west corner of Lot 30 of said Hi Point Beach Addition, and the north corner said Lot 29 and the herein described tract (N: 13,738,490.34, E: 3,358,717.14), from which a 1/2 inch iron rod with plastic cap stamped "COASTAL SURVEYING" found in the westerly line of said Hi Point Beach Addition for the north corner of said Lot 30 bears North 65 Degrees 44 Minutes East, a distance of 52.98 feet;

THENCE, with the westerly line of said Lot 30 and the easterly line of said Lot 29 and the herein described tract, South 41 Degrees 55 Minutes 51 Seconds East, a distance of 99.84 feet to a 1/2 inch iron rod with plastic cap stamped "COASTAL SURVEYING" (under concrete) found for the south corner of said Lot 30, the west corner of Lot 20, the north corner of Lot 19, and the east corner of Lot 29 and the herein described tract (N: 13,738,416.07, E: 3,358,783.86);

THENCE, with the northerly line of Lots 18 and 19 of said Hi Point Beach Addition, and the southerly line of said Lots 29 and 28, and the herein described tract, South 65 Degrees 44 Minutes West, at a distance of 52.88 feet pass a 1/2 inch iron rod in a PVC pipe (disturbed) found for the north corner of said Lot 18 and the west corner of said Lot 19, and continue in all at distance of 79.37 feet to a 1/2 inch iron rod with plastic cap stamped "HIGH TIDE SURVEYING" found for the south corner of said Harding Tract and the herein described tract (N: 13,738,383.45, E: 3,358,711.50);

THENCE, through and across said Lot 28, with the westerly line of said Harding Tract and the herein described tract, North 41 Degrees 58 Minutes 58 Seconds West, a distance of 99.87 feet to a 1/2 inch iron rod with plastic cap stamped "HIGH TIDE SURVEYING" found in the southerly R.O.W. line of said Avenue I for the west corner of said Harding Tract and the herein described tract;

THENCE, with the southerly R.O.W. line of said Avenue I, and the northerly line of said Harding Tract and Lots 28 and 29, and the herein described tract, North 65 Degrees 44 Minutes East, a distance of 79.47 feet to the POINT OF BEGINNING and containing 7,555 Square Feet (0.173 of one acre) of land.

GENERAL NOTES:

1) According to the FEMA FIRM Community Number 485470, Panel No. 0309 G, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 17' (as measured to the lowest horizontal structural member).

2) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204 and are tied to TXGM REF MON 2.

3) Benchmark: TXGM REF MON 2 (PID DR 8251), the top of a 9/16-inch stainless steel rod driven into the ground and inside a 6-inch PVC pipe that is 42 feet long filled with grease that is encased in a 5-inch PVC pipe with Logo cap stamped TXGM-RM2 2022 situated at the Bolivar Ferry Visitors Area on the Bolivar Peninsula. Elevation: 4.3 feet, NAVD 1988. (N: 13,703,575.90; E: 3,312,955.72).)

4) Lots subject to the following Building Lines (B.L.=Building Line):
a) All Lots subject to 25' Front B.L., 5' Side B.L. and 2' Rear B.L.

5) This plat has been prepared with a City Planning Letter from South Land Title, GF No. TP-25108280, with an effective date of August 3rd, 2025.

1. Restrictions:

a. Those recorded in/under Volume 254-A, Page 87 and transferred to Plat Record 12, Map No. 37 of the Map Records of Galveston County, Texas and those recorded in/under Volume 1498, Page 47 of the Official Public Records of Real Property of Galveston County, Texas.

2. Easements:

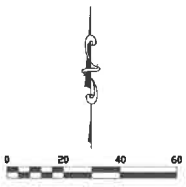
a. Building setback line 25 feet in width along the front property line, as shown by recorded plat of Hi Point Beach Addition, and as set forth in instrument recorded in/under Volume 1498, Page 47 of the Official Public Records of Real Property of Galveston County, Texas. (Shown hereon)

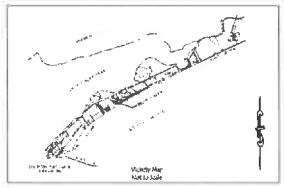
b. Building setback line 5 feet in width along the side lines, as set forth in instrument recorded in/under Volume 1498, Page 47 of the Official Public Records of Real Property of Galveston County, Texas. (Shown hereon)

c. Bolivar Peninsula Special Utility District easement as set forth in instrument recorded under Galveston County Clerk's File Number 2023015983. (Blanket in nature)

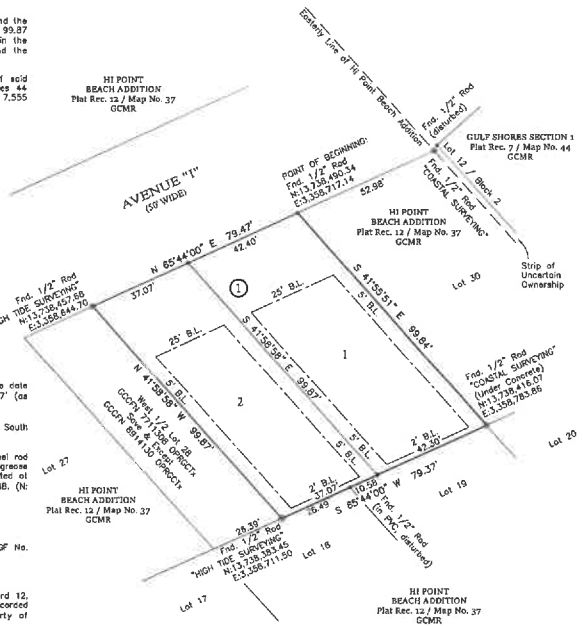
3. Liens:

a. Deed of Trust dated June 10, 2024, filed for record under Galveston County Clerk's File No. 2024027939, executed by Scott Allen Broussard et al, to Charles T. Doyle et al, Trustee(s), and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby, securing one promissory note of even date therewith in the principal amount of $75,000.00 (Seventy Five Thousand and 00/100), payable as therein provided to the order of Texas First Bank.





JONES SHAW LEAGUE
ABSTRACT NO. 179



AREA TABLE

Lot #	Acres	Square Feet
Lot 1	0.092	4,029
Lot 2	0.081	3,526
Total	0.173	7,555

STATE OF TEXAS }
COUNTY OF GALVESTON }

I, Scott Broussard, hereinafter referred to as Owner of the 7.555 Square Feet (0.173 of one acre) described in the above and foregoing map of HI POINT BEACH ADDITION PARTIAL REPLAT NO. 1, do hereby make and establish said plat and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or five feet six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally and additional ten feet (10' 0") for ten feet (10' 0") back to back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back to back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling unites thereon and shall be restricted for the same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road, alley or any drainage ditch, either directly or indirectly.

FURTHER Owners do hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes and labeled as Bulkhead Building Line and Wetland Building Line on the attached plat, giving Galveston County or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage ways shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such property abutting shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts and bridges to be provide for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owners do hereby covenant and agree that those streets located within the boundaries of this plat are always available for the general use of said owners and to the public for firemen, fire fighting equipment, police and other emergency vehicles of whatever nature at all times.

FURTHER, Owners certify and covenant that they have complied with or will comply with the existing Galveston County regulations heretofore on file with the Galveston County Engineer and adopted by the Commissioner's Court of Galveston County.

FURTHER, the Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

_____
Scott Broussard,
Owner

STATE OF TEXAS }
COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared Scott Broussard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

We, Texas First Bank, owner and holder of liens against the property described in the plat known as HI POINT BEACH ADDITION PARTIAL REPLAT NO. 1, said liens being evidenced by instrument of record in the Clerk's File No. 2024027939 of the Official Public Records of Galveston County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and we hereby confirm that we are the present owner of said liens and have not assigned the same nor any part thereof.

Texas First Bank

By: _____

Name: _____

Title: _____

STATE OF TEXAS }
COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS }
COUNTY OF GALVESTON } KNOW ALL MEN BY THESE PRESENTS

I, DWIGHT D. SULLIVAN, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on

_____, 2025, at _____ O'clock, ____ M., and duly recorded on

_____, 2025, at _____ O'clock, ____ M., in Plat Record Instrument #

_____, Galveston County records.

Witness my hand and seal of office, at Galveston, Texas, the day and date last above written.

_____
DWIGHT D. SULLIVAN, County Clerk,
Galveston County, Texas

By_____,Deputy

APPROVED FOR FILING, wherein Galveston County assumes no obligation for grading, drainage structures or surfacing of the streets or roads or making any other improvements in said subdivision.

_____
Mark A. Henry – County Judge

_____
Joe Giusti – Commissioner Precinct No. 2

The above subdivision titled HI POINT BEACH ADDITION PARTIAL REPLAT NO. 1, as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order of _____, 2025.

By_____,Deputy

I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office, as adopted by Commissioner's Court.

_____
Michael C. Shannon – County Engineer

This is to certify that I, Michael Hoover, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground, and that all block corners, angle points, and points of curve are or will be properly marked with permanent monuments and that this plat correctly represents that survey.

_____
Michael Hoover
Registered Professional Land Surveyor
Texas Registration No. 5423

HI POINT BEACH ADDITION PARTIAL REPLAT NO. 1

7,555 Square Feet (0.173 of one acre) situated in the
JONES SHAW LEAGUE, ABSTRACT NUMBER 179
Galveston, County, Texas,
being a Partial Replat of Lot 29 and the East 1/2 of Lot 28
of Hi Point Beach Addition, Map Record 12, Page 37 G.C.M.R

2 Lots 1 Block

Reason for Replat:
To reposition common line of Lots 28 and 29 of Hi Point Beach Addition

Owner:
Scott Broussard
PO Box 1465, Crystal Beach TX, 77650

SEACOAST
SURVEYORS
409-684-6400
975 West Lazy Lane / Crystal Beach, Texas 77650
Mailing: P.O. Box 2579/Crystal Beach Texas 77650
Texas Firm Registration No.: 10194703
www.seacoastsurveyors.com

SEPTEMBER 2025 Scale: 1" = 20' 25-0385

1912